

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, APRIL 18, 2017 – 6:00 PM**

RON MORRISON
Mayor

ALBERT MENDIVIL
Vice Mayor

JERRY CANO
Councilmember

MONA RIOS
Councilmember

ALEJANDRA SOTELO-SOLIS
Councilmember

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website www.nationalcityca.gov.

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

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the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS

AWARDS AND RECOGNITIONS

1. [Government Finance Officers Associations Distinguished Budget Presentation Award for the Fiscal Year Ended June 30, 2017. \(Finance\)](#)

PRESENTATIONS

2. [2017 Community Emergency Response Team \(CERT\) Academy Graduates. \(Fire\)](#)

INTERVIEWS / APPOINTMENTS

CONSENT CALENDAR

3. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
4. [Approval of the Minutes of the Adjourned Regular Meeting of the City Council of the City of National City of September 20, 2016 and Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of February 21, 2017. \(City Clerk\)](#)
5. [Resolution of the City Council of the City of National City ratifying a Certification Regarding Non-Application of Relocation Benefits and Indemnification Agreement between the City of National City, the Related Companies of California, LLC, and the State of California Housing and Community Development Department for the Affordable Housing and Sustainability Communities Grant Program awarded to the Paradise Creek](#)

Phase II Project located at 2010 and 2030 Hoover Avenue in National City. (Housing & Economic Development)

6. Resolution of the City Council of the City of National City ratifying the acceptance of the disbursement from the Board of State and Community Corrections (BSCC)/State of California AB109 grant fund, administered through the City of San Diego in the amount of \$294,084.00, and the establishment of a Fiscal year 2016-2017 appropriation of \$294,084.00 and a corresponding revenue budget for increasing positive outcomes between municipal law enforcement and high-risk populations. (Police)
7. Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the National Joint Powers Alliance (NJPA) Contract #081716-NAF to award the purchase of one 2017 International 4300 SBA 4x2 (MA025) 33,000 GVWR Truck with 5-7 Yard Dump Body to National Auto Fleet Group in an amount not to exceed \$105,993.30; and, 2) appropriate \$5,993.30 in the Equipment Replacement Reserve from the Sewer Service Fund fund balance to apply towards the purchase. (Engineering/Public Works)
8. Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the State of California General Services Administration Contract #GS-21F-0206W to award the purchase of one Genie TZ-50 Electric Boom Lift to H&E Equipment Services in an amount not to exceed \$54,034.38; and 2) appropriate \$8,034.38 in the Equipment Replacement Reserve from the General Fund fund balance to apply towards the purchase. (Engineering/Public Works)
9. Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the National Joint Powers Alliance Contract 052015-MTQ to award the purchase of one MQ600H Trash Pump to Multiquip Inc., in an amount not to exceed \$30,966.19; and 2) appropriate \$966.19 in the Equipment Replacement Reserve from the Sewer Service Fund fund balance to apply towards the purchase. (Engineering/Public Works)
10. Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the State of California Department of General Services Contract #4-17-23-0019B to award the purchase of a SW8000

Rider Sweeper to Nilfisk Inc. in an amount not to exceed \$53,900.37; and 2) appropriate \$11,900.37 in the Equipment Replacement Reserve from the Trash Rate Stabilization Fund fund balance to apply towards the purchase. (Engineering/Public Works)

11. Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the National Intergovernmental Purchasing Alliance (NIPA) Contract #R161101 to award the purchase of two Cushman-New Hauler 800X Carts to Cottonwood Electric Cart Service, an authorized dealer of Cushman vehicles, in an amount not to exceed \$14,305.27; and 2) appropriate an additional \$2,305.27 in the Equipment Replacement Reserve from the General Fund fund balance to apply towards the purchase. (Engineering/Public Works)
12. Investment transactions for the month ended February 28, 2017. (Finance)
13. Warrant Register #35 for the period of 02/22/17 through 02/28/17 in the amount of \$4,024,146.87. (Finance)
14. Warrant Register #36 for the period of 03/01/17 through 03/07/17 in the amount of \$1,483,233.11. (Finance)

PUBLIC HEARINGS

15. Public Hearing to consider adoption of an ordinance of the City Council of the City of National City adopted pursuant to Government Code Section 65858 as an Urgency Measure to take effect immediately, extending for 10 months and 15 days a moratorium prohibiting the issuance of massage technician permits or licenses, and prohibiting new massage establishments from locating within the City of National City. (City Attorney)

ORDINANCES FOR INTRODUCTION

16. An Ordinance of the City Council of the City of National City amending Title 10 Section 10.30.040 of the National City Municipal Code to establish the City Councils authority to govern the sale or use of alcoholic beverages in city-owned buildings operated and controlled by third parties, within a public park, through written agreements with the City. (City Manager)

ORDINANCES FOR ADOPTION

17. An Ordinance of the City Council of the City of National City adopted pursuant to Government Code Section 65858 as an urgency measure to

take effect immediately, extending for 10 months and 15 days a moratorium prohibiting the issuance of massage technician permits or licenses, and prohibiting new massage establishments from locating within the City of National City. (City Attorney)

NON CONSENT RESOLUTIONS

18. Resolution of the City Council of the City of National City appointing Angil Morris-Jones to the Office of City Attorney, and authorizing the Mayor to execute an Employment Agreement between the City of National City and Angil Morris-Jones. (City Attorney)
19. Resolution of the City Council of the City of National City authorizing the City Manager to execute an agreement between the City of National City and the San Diego Unified Port District to receive FY17 Tidelands Activation Grant funds of \$5,000 and service fee waivers of \$5,000 for the National City Aquatic Center Activation Series, and authorizing the establishment of fund appropriations of \$5,000 and corresponding revenue budget. (Community Services)
20. Resolution of the City Council of the City of National City adopting amendments to City Council Policy 803: Facility Use Guidelines and Regulations for the Use of Community Centers. (Community Services)

NEW BUSINESS

21. Temporary Use Permit - National Day of Prayer sponsored by First Christian Church of National City at Kimball Park Bowl on May 4, 2017 with no waiver of fees. (Neighborhood Services)

B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY

PUBLIC HEARINGS- HOUSING AUTHORITY

CONSENT RESOLUTIONS- HOUSING AUTHORITY

NON CONSENT RESOLUTIONS- HOUSING AUTHORITY

22. Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Executive Director to execute a Participation Agreement by and between the Community Development Commission-Housing Authority of the City of National City and (i) Community HousingWorks and Mercy Housing California; (ii) Bridge Housing Corporation; (iii) Chelsea Investment Corporation and Serving Seniors; and (iv) RAHD Group, Affirmed Housing Corporation, Community Preservation Partners LLC, Thompson Consulting, and Casa Familiar to cover the cost of a Consultant Services Agreement with Kaiser Marston and Associates, Inc. for the solicitation and evaluation of

proposals and negotiation of development agreements necessary to initiate the Morgan and Kimball Towers Rehabilitation and Recapitalization Project located at 1317 and 1415 "D" Avenue in National City. (Housing & Economic Development)

23. Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Chairman to execute, upon receipt of \$60,000 from two or more Potential Developers, a Consulting Services Agreement by and between the Community Development Commission-Housing Authority of the City of National City and Keyser Marston Associates, Inc. for the solicitation and evaluation of proposals and negotiation of development agreements necessary to initiate the Morgan and Kimball Towers Rehabilitation and Recapitalization Project located at 1317 and 1415 "D" Avenue in National City; and establishing the budget appropriation for said Agreement. (Housing & Economic Development)

NEW BUSINESS- HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Adjourned Regular Meeting of the National City City Council/Community Development Commission - Housing Authority of the City of National City - Budget Workshop - Tuesday - April 25, 2017 - 4:00 p.m. - Council Chambers - National City, California

Regular Meeting of the National City City Council/Community Development Commission - Housing Authority of the City of National City - Tuesday - May 2, 2017 - 6:00 p.m. - Council Chambers - National City, California

BUDGET SCHEDULE - FISCAL YEAR 2018

Budget Workshop - April 25, 2017 - 4:00 p.m.
Budget Hearing - June 6, 2017 - 6:00 p.m.

CITY COUNCIL SUMMER LEGISLATIVE RECESS

July 4, 2017 - City Council Meeting - Dispensed With
July 18, 2017 - City Council Meeting - Dispensed With

The following page(s) contain the backup material for Agenda Item: Government Finance Officers Associations Distinguished Budget Presentation Award for the Fiscal Year Ended June 30, 2017. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 18, 2017

AGENDA ITEM NO.

ITEM TITLE:

Government Finance Officers Association's Distinguished Budget Presentation Award for the Fiscal Year Ended June 30, 2017.

PREPARED BY: Ed Prendell, Budget Analyst

DEPARTMENT: Finance

PHONE: (619) 336-4332

APPROVED BY: Mark Ralento

EXPLANATION:

The Government Finance Officers Association (GFOA) has presented its Distinguished Budget Presentation Award to the City of National City for its annual budget for fiscal year 2017.

In order to receive this award, a governmental unit must publish a budget document that meets the program's criteria as a policy document, as a financial plan, as an operations guide, and as a communication device.

FINANCIAL STATEMENT:

APPROVED: Mark Ralento Finance

ACCOUNT NO.

APPROVED: _____ MIS

NA

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Distinguished Budget Presentation Award from the Government Finance Officers Association for fiscal year 2017.



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of National City
California**

For the Fiscal Year Beginning

July 1, 2016

Jeffrey R. Einar

Executive Director

The following page(s) contain the backup material for Agenda Item: 2017 Community Emergency Response Team (CERT) Academy Graduates. (Fire)

ITEM NO. _____

4/18/2017

2017 COMMUNITY EMERGENCY RESPONSE TEAM (CERT) ACADEMY GRADUATES
(NATIONAL CITY FIRE DEPARTMENT)

The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

Item # ____

04/18/17

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL
CITY APPROVING THE WAIVING OF THE READING OF THE
TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING
AND PROVIDING THAT SUCH ORDINANCES SHALL BE
INTRODUCED AND/OR ADOPTED AFTER A READING
OF THE TITLE ONLY.**

(City Clerk)

The following page(s) contain the backup material for Agenda Item: Approval of the Minutes of the Adjourned Regular Meeting of the City Council of the City of National City of September 20, 2016 and Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of

Item # _____

04/18/17

**APPROVAL OF THE MINUTES OF THE ADJOURNED
REGULAR MEETING OF THE CITY COUNCIL OF THE
CITY OF NATIONAL CITY OF SEPTEMBER 20, 2016
AND MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL AND COMMUNITY DEVELOPMENT
COMMISSION – HOUSING AUTHORITY OF THE
CITY OF NATIONAL CITY OF FEBRUARY 21, 2017.**

(City Clerk)

DRAFT DRAFT DRAFT

**MINUTES OF THE ADJOURNED REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF NATIONAL CITY**

September 20, 2016

The Adjourned Regular Meeting of the City Council of the City of National City was called to order at 5:04 p.m. by Mayor Ron Morrison.

ROLL CALL

Council members present: Cano, Mendivil, Morrison, Rios.

Council members absent: Sotelo-Solis.

Administrative Officials present: Dalla, Deese, Duong, Muthusamy, Parra, Roberts, Silva, Stevenson, Williams.

City of National City Fire Department Squad Pilot Program

1. Introduction and Report – Director Frank Parra
Fire Captains Brian Krepps and James Stiles
2. Fiscal Impact – Director of Finance Mark Roberts
3. Staff Comments
4. Council Questions
5. Public Comments
6. Council Comments and Direction

FIRE DEPT ADMIN (305-1-1)

7. Resolution No. 2016-145. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE DEVELOPMENT AND IMPLEMENTATION OF A ONE-YEAR SQUAD PILOT PROGRAM DESIGNED TO ENHANCE PUBLIC SAFETY AND THE EFFICIENCY OF THE FIRE DEPARTMENT, AND TO EVALUATE THE EFFECTIVENESS OF AN ALTERNATIVE SERVICE DELIVERY MODEL. (Fire)

RECOMMENDATION: Adopt the Resolution.

CITY OF NATIONAL CITY FIRE DEPARTMENT SQUAD PILOT PROGRAM (cont.)

FIRE DEPT ADMIN (305-1-1)

7. Resolution No. 2016-145 (continued).

TESTIMONY: Presentations were made by Emergency Services Director Frank Parra, Fire Captains Brian Krepps and James Stiles and Director of Finance Mark Roberts. All presentation materials are attached as Exhibit 'A'.

ACTION: Motion by Rios, seconded by Mendivil, to adopt the Resolution which will include the bulleted items in the staff recommendation. Carried by unanimous vote.

ADJOURNMENT

Motion by Mendivil, seconded by Cano, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, September 20, 2016 at 6:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

The meeting closed at 5:54 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of April 18, 2017.

Mayor

DRAFT DRAFT DRAFT

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

February 21, 2017

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:09 p.m. by Mayor / Chairman Ron Morrison.

ROLL CALL

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.
Administrative Officials present: Dalla, Deese, Duong, Eiser, Manganiello, Parra, Raulston, Roberts, Rodriguez, Stevenson, Vergara, Williams, Ybarra.
Others present: City Treasurer Mitch Beauchamp and Student Representative Jose Estrada.

PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON

PUBLIC COMMENTS

Three students from the Sweetwater High Basketball team (Moses, Abdin and Elijah) requested that the City Council support them in their playoff game against Ranch Bernardo High and at their pancake breakfast at the American Legion Hall on February 26th.

PRESENTATIONS

**COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2017
(102-10-12)**

1. Presentation and Update on Newly Deployed Heart Monitors/Defibrillators.
(Fire)

**COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2017
(102-10-12)**

FINANCIAL MANAGEMENT 2015-2016 (204-1-31)

2. City of National City Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2016. (Finance)

PRESENTATIONS (cont.)

**COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2017
(102-10-12)**

AUDIT FINANCIAL REPORT FY 2015-2016 (208-1-30)

3. City of National City's Single Audit Report on Federal Awards for the Fiscal Year Ended June 30, 2016. (Finance)

INTERVIEWS / APPOINTMENTS

BOARDS & COMMISSIONS ADMIN (101-1-1)

4. Interviews and Appointments: Community and Police Relations Commission. (City Clerk)
ACTION: No one appeared to be interviewed.

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 5 (NCMC), Item Nos. 6 through 10 (Resolution No. 2017-17 through 2017-21), Item Nos. 11 and 12 (Reports), Item Nos. 13 through 15 (Warrant Registers). Motion by Sotelo-Solis, seconded by Cano, to approve the Consent Calendar. Carried by unanimous vote.

MUNICIPAL CODE 2017 (506-2-32)

5. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)
ACTION: Approved. See above.

CONTRACT (C2015-49)

6. Resolution No. 2017-17. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH AIR QUALITY COMPLIANCE SOLUTIONS, INC., DBA; RELY ENVIRONMENTAL, FOR ON-CALL ENVIRONMENTAL COMPLIANCE MANAGEMENT SERVICES, INCREASING THE NOT-TO-EXCEED AMOUNT OF THE AGREEMENT BY \$50,000, FOR A TOTAL AGREEMENT AMOUNT OF \$100,000, AND EXTENDING THE EXPIRATION DATE OF THE AGREEMENT TO JUNE 30, 2018. (Engineering/Public Works)
ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

CONTRACT (C2016-5)

7. Resolution No. 2017-18. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A SOFTWARE MAINTENANCE AGREEMENT WITH COHERO IN THE TOTAL NOT-TO-EXCEED AMOUNT OF \$107,120 TO SUPPORT THE NORTHROP GRUMMAN LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM. (MIS)

ACTION: Adopted. See above.

CONTRACT (C2017-10)

8. Resolution No. 2017-19. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AUTHORIZING THE MAYOR TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. P036 WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE SWEETWATER RIVER BIKEWAY PROJECT TO ALLOW FOR REIMBURSEMENT OF UP TO \$25,000 IN ELIGIBLE PROJECT EXPENDITURES THROUGH THE ACTIVE TRANSPORTATION PROGRAM (ATP), AND 2) ESTABLISHING APPROPRIATION OF REVENUES AND EXPENDITURES (NO LOCAL MATCH REQUIRED). (Engineering/Public Works)

ACTION: Adopted. See above.

DEED (D2017-1)

9. Resolution No. 2017-20. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY GRANTING A QUITCLAIM DEED FOR AN EASEMENT TO THRIFTY OIL COMPANY ON A PARCEL OF LAND DUE TO THE PREVIOUS ABANDONMENT OF A SEWER MAIN (A.P.N. 570 020 46 00). (Engineering/Public Works)

ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

CONTRACT (C2017-11)

10. Resolution No. 2017-21. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ENSAFE, INC. (WHO RECENTLY ACQUIRED E2 MANAGETECH, INC.) IN THE AMOUNT OF \$115,000 TO ASSIST STAFF WITH OBTAINING REGULATORY APPROVALS AND IMPLEMENTATION OF THE PROPERTY MITIGATION PLAN FOR ENVIRONMENTAL REMEDIATION OF THE WESTSIDE INFILL TRANSIT ORIENTED DEVELOPMENT (WI-TOD) PROJECT SITE LOCATED AT 2100 AND 2020 HOOVER AVENUE, AND FUTURE PARK SITE DEVELOPMENT LOCATED ON THE WEST SIDE OF PARADISE CREEK, PURSUANT TO THE CITY'S OBLIGATION TO THE FORMER REDEVELOPMENT AGENCY TO CARRY OUT THE DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF NATIONAL CITY AND PARADISE CREEK HOUSING PARTNERS, LP. (Engineering/Public Works)

ACTION: Adopted. See above.

CITY WIDE HOUSING ADMIN (303-4-1)

11. 2016 Annual Progress Report on the implementation of the Housing Element of the General Plan pursuant to California Government Code Section 65400(a) (2). (Planning)

ACTION: Filed. See above.

FINANCIAL MANAGEMENT 2016-2017 (204-1-32)

12. Investment Report for the quarter ended December 31, 2016. (Finance)

ACTION: Filed. See above.

WARRANT REGISTER JULY 2016 – JUNE 2017 (202-1-31)

13. Warrant Register #25 for the period of 12/14/16 through 12/20/16 in the amount of \$1,977,749.29. (Finance)

ACTION: Ratified. See above.

WARRANT REGISTER JULY 2016 – JUNE 2017 (202-1-31)

14. Warrant Register #26 for the period of 12/21/16 through 12/27/16 in the amount of \$0.00. (Finance)

ACTION: Ratified. See above.

WARRANT REGISTER JULY 2016 – JUNE 2017 (202-1-31)

15. Warrant Register #27 for the period of 12/28/16 through 01/03/17 in the amount of \$2,316,190.53. (Finance)

ACTION: Ratified. See above.

ORDINANCES FOR ADOPTION

MUNICIPAL CODE 2017 (506-2-32)

16. Ordinance No. 2017-2431. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ESTABLISHING THE COMPENSATION OF THE MAYOR AND THE CITY COUNCIL. (City Attorney)

RECOMMENDATION: Adopt proposed Ordinance.

TESTIMONY: Mitch Beauchamp, City Treasurer, shared some of the comments and concerns he has heard in the community regarding the compensation.

Dukie Valderrama, National City Port District representative, spoke in opposition,

ACTION: Motion by Cano, seconded by Morrison, to adopt the Ordinance. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison. Nays: Rios, Sotelo-Solis. Abstain: None. Absent: None.

MUNICIPAL CODE 2017 (506-2-32)

17. Ordinance No. 2017-2432. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING TITLE 16 OF THE NATIONAL CITY MUNICIPAL CODE BY RENUMBERING CHAPTER 16.09 TO CHAPTER 16.10 AND ADDING A NEW CHAPTER 16.09 ESTABLISHING A VETERANS AND MILITARY FAMILIES ADVISORY COMMITTEE. (City Manager)

RECOMMENDATION: Adopt the Ordinance.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Rios, to adopt the Ordinance. Carried by unanimous vote.

NON CONSENT RESOLUTIONS

CONDITIONAL USE PERMITS 2017 (403-32-1)

18. Resolution No. 2017-22. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A CONDITIONAL USE PERMIT FOR THE EXPANSION OF A GAS STATION CONVENIENCE STORE LOCATED AT 1803 HIGHLAND AVENUE. (Applicant: Michael Rafo) (Case File 2016-17 CUP) (Planning)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Member Rios asked for clarification on the screening of the tank in front of the business and was told that there were discussions with the applicant and they volunteered to do so.

Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

NON CONSENT RESOLUTIONS (cont.)

CONDITIONAL USE PERMITS 2017 (403-32-1)

19. Resolution No. 2017-23. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A CONDITIONAL USE PERMIT FOR BEER AND WINE SALES AT SUSHI LOCO RESTAURANT TO BE LOCATED AT 2220 EAST PLAZA BLVD., SUITE C & D. (Applicant: Jason Kim) (Case File 2016-26 CUP) (Planning)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Mendivil, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

BUDGET FY 2016-2017 (206-1-32)

20. Resolution No. 2017-24. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING VARIOUS FISCAL YEAR 2017 MID-YEAR BUDGET ADJUSTMENTS. (Finance).

RECOMMENDATION: Accept the staff report as presented, and adopt the Resolution, authorizing Fiscal Year 2017 mid-year budget adjustments.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to adopt the Resolution. Carried by the following vote, to-wit: Ayes: Cano, Morrison, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Mendivil.

NEW BUSINESS

CONDITIONAL USE PERMITS 2017 (403-32-1)

21. Notice of Decision – Planning Commission approval of a Conditional Use Permit for a Wireless Communications Facility at 2735 East 7th Street. (Applicant: Verizon Wireless) (Case File 2016-13 CUP) (Planning)

RECOMMENDATION: Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

TESTIMONY: Shelly Kilbourn, representing Verizon Wireless, responded to questions.

ACTION: Motion by Cano, seconded by Mendivil, to approve staff recommendation. Carried by unanimous vote.

TEMPORARY USE PERMITS 2017 (203-1-33)

22. Temporary Use Permit – Inflatable World hosted by Inflatable World Corporation at Westfield Plaza Bonita Mall from March 4, 2017 thru August 27, 2017 with no waiver of fees. (Neighborhood Services Department)

RECOMMENDATION: Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees or in accordance to City Council Policy 802.

NEW BUSINESS (cont.)

TEMPORARY USE PERMITS 2017 (203-1-33)

22. Temporary Use Permit – Inflatable World (continued).

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Cano, to approve staff recommendation. Carried by unanimous vote.

TEMPORARY USE PERMITS 2017 (203-1-33)

23. Temporary Use Permit – “Ragnar Relay SoCal 2017” running relay race sponsored by Ragnar Events LLC in partnership with the Orange County Child Abuse Prevention Center on April 8, 2017 from 8 a.m. to 6 p.m. with no waiver of fees. (Neighborhood Services Department)

RECOMMENDATION: Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees or in accordance to City Council Policy 802.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Cano, to approve staff recommendation. Carried by unanimous vote.

TEMPORARY USE PERMITS 2017 (203-1-33)

24. Temporary Use Permit – National City International Mariachi Festival sponsored by the National City Chamber of Commerce at Pepper Park on March 12, 2017. Applicant is requesting a waiver of Fire Department and Police Department fees. (Neighborhood Services Department)

RECOMMENDATION: Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees or in accordance to City Council Policy 802.

TESTIMONY: None.

ACTION: Motion by Cano, seconded by Mendivil, to approve staff recommendation with no waiver of fees.

Substitute Motion by Rios, seconded by Sotelo, to approve staff recommendation with the waiver of up to \$500 in fees. Carried by unanimous vote.

COUNCIL MEETINGS AGENDAS POLICY ADMIN (102-9-3)

25. Discussion of establishing City Council policies governing the following matters: (a) the order in which agenda items are placed on the City Council agenda; (b) the manner in which Councilmember initiated items are agendized. (City Manager)

RECOMMENDATION: Provide direction to staff related to (a) a policy on the order in which agenda items are placed on the City Council agenda; (b) a policy on the manner in which councilmember initiated items are agendized.

NEW BUSINESS (cont.)

COUNCIL MEETINGS AGENDAS POLICY ADMIN (102-9-3)

25. Discussion of establishing City Council policies governing the following matters: (a) the order in which agenda items are placed on the City Council agenda; (b) the manner in which Councilmember initiated items are agendized (continued). (City Manager)

TESTIMONY: Michele Krug, San Diego, spoke in favor of Council Members having the right to place items on the Council agenda.

Eddie Perez, San Diego, spoke in support of taking up important items first on the agenda.

ACTION: Motion by Mendivil, seconded by Cano, to maintain the current practice regarding the order in which items are placed on the City Council Agenda. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison, Rios. Nays: Sotelo-Solis. Abstain: None. Absent: None.

Motion by Rios, seconded by Sotelo-Solis, to include at the beginning of the agenda an item titled "Future Council Initiated Agenda Items" and that all Council Members have the ability to bring an item forward without a vote of Council.

Substitute Motion by Mendivil, seconded by Cano, that Council Members may add agenda items to a future agenda with a majority approval of the Council and that it be done at the end of the meeting. Substitute Motion carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison. Nays: Rios, Sotelo-Solis. Abstain: None. Absent: None.

FINANCIAL MANAGEMENT 2016-2017 (204-1-32)

26. Discussion of San Diego Association of Governments' (SANDAG) Revenue Forecast associated with the November, 2016 Ballot Measure "A" - San Diego County Transportation and Environment Sales Tax. (City Manager)

RECOMMENDATION: None.

TESTIMONY: Andrew McKicher, National City, inquired if the Mayor was aware of the error in the SANDAG Revenue Forecast.

Michelle Krug, San Diego, urged support for an investigation of the SANDAG Executive Board.

John Borja, read a statement from the Chamber of Commerce Board of Directors urging the Mayor and City Council to request the State Attorney General to conduct an impartial investigation into SANDAG.

Marcus Bush, National City, requested the City Council send a letter or Resolution asking the State Attorney General to conduct an investigation into SANDAG.

NEW BUSINESS (cont.)

FINANCIAL MANAGEMENT 2016-2017 (204-1-32)

26. Discussion of San Diego Association of Governments' (SANDAG) Revenue Forecast associated with the November, 2016 Ballot Measure "A" - San Diego County Transportation and Environment Sales Tax (continued). (City Manager)

TESTIMONY: Carolina Martinez, Environmental Health Coalition, spoke in support of an independent investigation by the Attorney General.

Student Council Representative Jose Estrada spoke in support of a formal investigation.

ACTION: Motion by Sotelo-Solis, seconded by Rios, to move forward with an independent investigation by the Attorney General.

Motion failed by the following vote, to-wit: Ayes: Rios, Sotelo-Solis. Nays: Cano, Mendivil, Morrison. Abstain: None. Absent: None.

Motion by Rios, seconded by Morrison, to support an independent outside investigation. Carried by unanimous vote.

**COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

NO AGENDA ITEMS

STAFF REPORTS

Deputy City Manager Stacey Stevenson advised that the Council Chamber voting system is earmarked for upgrade in the upcoming budget.

City Manager Leslie Deese advised that the next Neighborhood Council Breakfast would be devoted to honoring veterans, promoting the newly approved Veterans and Military Families Committee a promoting the sale of tiles for the Veterans Memorial Wall

MAYOR AND CITY COUNCIL

Student Representative Jose Estrada thanked the City Manager, Engineer and Attorney for taking the time to meet with him regarding their positions and roles in the organization. Mr. Estrada said he is always open and welcomes any comments or criticisms regarding his role as Student Council Representative.

MAYOR AND CITY COUNCIL (cont.)

Member Mendivil made everyone aware of the improvements to the Sweetwater High School baseball field which were paid for by SuHi Alumni, suggested that some training for the City Council on procedures and rules would be beneficial and inquired about the status of the billing for the Bernie Sanders event.

Member Sotelo-Solis stated that training has been provided to the City Council in the past, complimented the performance of Student Council Representative Estrada, read a definition of Democracy; thanked those in the audience for their attendance and participation and urged them to share what they have seen at the meeting.

Member Rios thanked those present; praised Student Representative Estrada for his participation and stated that a great deal of what has been done at the meeting is censorship and that members should have ability to bring items onto the agenda.

Member Cano applauded the efforts of the City Manager and staff for the fine job they did in responding to the recent storm and referred the area around 19th Street and Cleveland for an accumulation of trash and debris.

Mayor Morrison also commended staff and Public Works crews for working so diligently during the recent storm surge.

MAYOR ADMIN / AGENDA ITEMS (102-14-2)

27. Discussion of City Council Resolution No. 2017-16, a "Resolution of the City Council of the City of National City in Support of Continuing to be a Community that Supports all Residents and Visitors", adopted on February 7, 2017. (Councilmember Rios)

TESTIMONY: The following individuals expressed disappointment, displeasure, frustration and opposition to the procedure followed and the action taken by the City Council on February 7th regarding the Welcoming Resolution: James Elias, Eddie Perez, Andrew McKersler, Mark Lane, Marisol Natividad, Luna Raynoso, Fabio Rojas, Allen Reyes, Jose Estrada, and Michelle Krug.

COUNCIL DISCUSSION: There was extensive discussion about the motivation, justification and process that was followed when considering the Welcoming Resolution and the Substitute Resolution and questions about the process to initiate an investigation of possible Brown Act violations.

MAYOR AND CITY COUNCIL (cont.)

XXXXX

27. Discussion of City Council Resolution No. 2017-16, a "Resolution of the City Council of the City of National City in Support of Continuing to be a Community that Supports all Residents and Visitors", adopted on February 7, 2017 (continued). (Councilmember Rios)

ACTION: Motion by Sotelo-Solis, seconded by Rios, to direct staff to initiate an outside investigation of possible Brown Act violations by the three Council Members that voted for the Substitute Resolution on February 7th. Failed by the following vote, to-wit: Ayes: Rios, Sotelo-Solis. Nays: Cano, Mendivil, Morrison. Abstain: None. Absent: None.

CLOSED SESSION REPORT

Interim City Attorney George Eiser stated there was nothing to report from the Closed Session. (See attached Exhibit 'L')

ADJOURNMENT

Motion by Rios, seconded by Cano, to adjourn the meeting to the next Adjourned Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City – Budget Workshop to be held Tuesday, February 28, 2017 at 4:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, March 7, 2017 at 6:00 p.m. at the Council Chambers, National City, California.

The meeting closed at 11:18 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of April 18, 2017.

Mayor

EXHIBIT 'L'



AGENDA OF A SPECIAL MEETING

CITY COUNCIL OF THE CITY OF NATIONAL CITY

Main Conference Room
Civic Center
1243 National City Boulevard
National City, California

Special Meeting - Tuesday, February 21, 2017 – 5:00 p.m.

ROLL CALL

CITY COUNCIL

CLOSED SESSION

1. Public Employee Appointment
Title: City Attorney
Government Code Section 54957(b)(1)

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, February 21, 2016, 6:00 p.m., Council Chambers, Civic Center

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City ratifying a Certification Regarding Non-Application of Relocation Benefits and Indemnification Agreement between the City of National City, the Related Companies of California, LLC, and the State

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 18, 2017

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City ratifying a Certification Regarding Non-Application of Relocation Benefits and Indemnification Agreement between the City of National City, the Related Companies of California, LLC, and the State of California Housing and Community Development Department for the Affordable Housing and Sustainability Communities Grant Program awarded to the Paradise Creek Phase II Project located at 2010 and 2030 Hoover Avenue in National City.

PREPARED BY: Carlos Aguirre, Housing & Economic Dev. Mgr.

DEPARTMENT: Housing & Economic
Development

PHONE: 619-336-4391

APPROVED BY:



EXPLANATION:

Please see attached memorandum from Interim City Attorney, and Attachments No. 1 and 2.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

n/a

ENVIRONMENTAL REVIEW:

n/a

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

n/a

ATTACHMENTS:

Attach. No. 1: Background Report

Attach. No. 2: Certification Regarding Non-Application of Relocation Benefits and Indemnification Agreement

Attach. No. 3: Memorandum from Interim City Attorney

Background Report

Certification Regarding Non-Application of Relocation Benefits

This Certification is made by The Related Companies of California, LLC, a California limited liability company and The City Of National City, A California municipal corporation, (together as the "Sponsor"), for the benefit of the Department of Housing and Community Development, a public agency of the State of California, its successors and assigns (the "Department"), and is dated as of March 3, 2017, for reference purposes. The Related Companies of California, LLC, through its organizational structure, control Paradise Creek II Housing Partners, L.P., a California limited partnership (the "Borrower"), which owns the Paradise Creek Phase II Housing Project ("Project") consisting of 92 housing units under development. The Sponsor was awarded \$5,480,271 in AHSC Grant funds, and \$3,760,617 in AHSC Loan Funds for the Paradise Phase II Housing Project.

The Sponsor certifies the vacant land contains only an empty site which was not vacated for the Project (i.e. previous tenants were not displaced for the Project). The Sponsor also certifies no previous occupants were displaced from their homes, businesses, or farms for the Department's Project as a result of an owner refusing to renew a lease, i.e. the property was not vacated for the Department's Project. It is understood that If relocation benefits are found to be applicable then the Sponsor shall prepare a relocation plan and shall be solely responsible for providing the assistance and benefits as required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (California Government Code 7260 et seq), and the Relocation Guidelines (Title 25 of the California Code of Regulations Section 6000 et seq); and Sponsor shall indemnify and hold harmless the Department from any liabilities or claims for relocation-related costs.

Indemnity Agreement

The purpose of the Indemnification Agreement is to allow the Department to be held harmless in connection with any and all potential legal costs and liabilities in conjunction with accepting certification from Sponsor that no relocation plan was necessary.

As part of the construction of the Project (attributed to 14-AHSC-10481 and 14-AHSC-10483), the Sponsor agrees to defend, indemnify, release and hold harmless the Department, its agents, officers, attorneys, employees and committees from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void or annul the approval of the above mentioned "Certification Regarding Non-Application of Relocation Benefits." This indemnification shall include, but not be limited to, all damages, costs, expenses, attorney fees or expert witness fees that may be asserted by any person or entity, including the Sponsor, arising out of or in conjunction with the approval of the Project's construction, except loss or liability caused by the Department's sole negligence or willful misconduct. If, for any reason any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

Certification Regarding Non-Application of Relocation Benefits and Indemnification Agreement

Paradise Creek Phase II

Certification Regarding Non-Application of Relocation Benefits

This document is used by the Sponsor of a housing project to show and certify that no relocation plan was necessary for the project. The certification is regarding a certain project known as Paradise Creek Phase II, located at 2010 and 2030 Hoover Avenue, San Diego, CA 91950 (the "Project").

This Certification is made by The Related Companies of California, LLC, a California limited liability company and The City Of National City, A California municipal corporation, (the "Sponsors"), for the benefit of the Department of Housing and Community Development, a public agency of the State of California, its successors and assigns (the "Department"), and is dated as of March 3, 2017, for reference purposes. The Sponsor, through its organizational structure, control Paradise Creek II Housing Partners, L.P., a California limited partnership (the "Borrower"), which owns the aforementioned Project.

In conducting its due diligence, the Department requested that the Sponsor provide any and all information relating to potential relocation issues involving the Project. In response, Sponsor provided the Department the following information and documents supporting its position that no relocation was necessary:

1. Land Appraisal for Paradise Creek Apartments Phase II Site,
Report Date: May 8, 2015

Paradise Creek - Phase II is the second phase of a two-phased project. Phase 1 is currently under construction and consists of 108 affordable rental apartments (plus one manager's unit). Phase 1 is expected to be complete by the end of 2016. Phase 2 will consist of 91 affordable rental apartments (plus one manager's unit) for a combined total of 199 affordable units (plus two manager's unit). The Sponsor was awarded \$5,480,271.00 in AHSC Grant funds, and \$ 3,760,617.00 in AHSC Loan Funds.

Sponsor has been informed that: (1) Federal and State Relocation Assistance laws provide uniform, fair and equitable treatment for persons whose real property is acquired or who are displaced as a result of government or government-assisted programs or projects; and (2) Property owners who sell their property in voluntary acquisitions are not displaced persons and are not eligible for relocation assistance and payment benefits. However, tenant occupants who are displaced as a result of the acquisition may be eligible for all applicable relocation benefits. A tenant-occupant who moves as a result of

Page 1 of 6

Template Date: February 15, 2017

Date: March 3, 2017

Project: Paradise Creek Ph. II

HCD Program Awards: 14-AHSC-10481 and 14-AHSC-10483

Type of Construction: New Construction, Vacant Land

a voluntary acquisition for a government-assisted project may be eligible for relocation assistance as a displaced person. Such displaced persons may include not only current lawful occupants, but also former tenants required to move for any reason other than an eviction for cause in accordance with applicable federal, state, and local law.

Sponsor has not used the services of a recognized relocation specialist in determining that relocation assistance is not applicable.

Representations

The Sponsor has represented to the Department the following: (a) that the new construction of the Project will not result in temporary or permanent relocation of any tenant or owner-occupant; (b) the Project construction work will be done on vacant land, and (c) that the site for Phase II is currently being used as a construction site and for storage (described in Exhibit A); and therefore no relocation will be required.

The Sponsor has also represented to the Department the following: (a) the vacant land was not intentionally created to be vacant so as to circumvent relocation law; (b) there was no owner-occupant or tenant or mobile home or business (which at minimum includes a parking business, billboards and other forms of outdoor advertising displays) or, farm previously on the vacant land; (c) no person or entity was required to move personal property from vacant land; (d) no advertising signs were lost in creation of the vacant land and (e) there was no 'displaced person' pursuant to Government Code 7260(b), (c) and (d); whereby a "displaced person" is a person who is entitled to relocation assistance when he or she must move from real property, or move personal property from real property, as a direct result of a notice of intent to acquire, or acquisition of real property for a program or project by a public entity, or acquisition by any person having an agreement with or acting on behalf of a public entity; (f) no prior lease (on the vacant land) was intentionally not renewed to create the vacant land; (g) no person's property was acquired in connection with a state or federally funded project; and (h) no person's property was displaced in connection with a state or federally funded project.

Certification

Sponsor certifies the vacant land contains only an empty site which was not vacated for the Project (i.e. previous tenants were not displaced for the Project).

Sponsor certifies no previous occupants were displaced from their homes, businesses, or farms for the Department's Project as a result of an owner refusing to renew a lease, i.e. the property was not vacated for the Department's Project.

Sponsor certifies that as a result of construction of the Project, no housing, business nor farm will be affected, no personal property was required to be moved, and no households will have to be displaced.

The undersigned, the Sponsor, do hereby certify as follows:

1. The foregoing is true and correct;
2. The Sponsor is duly authorized to execute, in its name, all documents and certifications required by the Department in order for it to carry out any construction of the Development and Sponsor will comply with relocation law requirements;
3. That the Department would not approve the construction of the Development without this certification; and
4. It is understood that if relocation benefits are found to be applicable then the Sponsor shall prepare a relocation plan and shall be solely responsible for providing the assistance and benefits as required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (California Government Code 7260 et seq), and the Relocation Guidelines (Title 25 of the California Code of Regulations Section 6000 et seq); and Sponsor shall indemnify and hold harmless the Department from any liabilities or claims for relocation-related costs; (see below Indemnity Agreement).

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SPONSORS:

The Related Companies of California, LLC,
a California limited liability company

By: Frank Cardone
Frank Cardone,
President

[Signatures continued on Next Page]

Page 3 of 6

Template Date: February 15, 2017
Date: March 3, 2017
Project: Paradise Creek Ph. II
HCD Program Awards: 14-AHSC-10481 and 14-AHSC-10483
Type of Construction: New Construction, Vacant Land

**City of National City, a California
municipal corporation**

By: _____
Ron Morrison, Mayor

APPROVED AS TO FORM:

George Eiser, Interim City Attorney

**[Remainder of the page left blank. Indemnification Agreement follows on the next
page of this Certification].**

Page 4 of 6

Template Date: February 15, 2017
Date: March 3, 2017
Project: Paradise Creek Ph. II
HCD Program Awards: 14-AHSC-10481 and 14-AHSC-10483
Type of Construction: New Construction, Vacant Land

Indemnification Agreement

As part of the construction of the Project (attributed to 14-AHSC-10481 and 14-AHSC-10483), Sponsor agrees to defend, indemnify, release and hold harmless the Department, its agents, officers, attorneys, employees and committees from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void or annul the approval of the above mentioned "Certification Regarding Non-Application of Relocation Benefits." This indemnification shall include, but not be limited to, all damages, costs, expenses, attorney fees or expert witness fees that may be asserted by any person or entity, including the Sponsor, arising out of or in conjunction with the approval of the Project's construction, except loss or liability caused by the Department's sole negligence or willful misconduct. If, for any reason any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

NOTE: The purpose of the Indemnification Agreement is to allow the Department to be held harmless in connection with any and all potential legal costs and liabilities in conjunction with accepting certification from Sponsor that no relocation plan was necessary.

SPONSORS:

The Related Companies of California, LLC,
a California limited liability company

By: Frank Cardone
Frank Cardone
President

City of National City, a California
municipal corporation

By: _____
Ron Morrison, Mayor

APPROVED AS TO FORM:

George Eiser, Interim City Attorney

Exhibit A

**Consists of the following: Pages 1, 3, 5, 31, 32, and both pages
of subject photos (7) pages from the Land Appraisal for
Paradise Creek Apartments Phase II Site, Report Date:
May 8, 2015**

Land Appraisal

**Paradise Creek Apartments Phase II Site
2.15 acres of parcels:
560-206-07, 560-391-05, 559-124-07, and 559-124-06
National City, California 94950**

Effective Date: April 7, 2015

Report Date: May 8, 2015

Marie Debor

**Paradise Creek II Housing Partners L.P.
18201 Von Karman Ave., Suite 900
Irvine, CA 92612**

LEA & COMPANY

**Southern California
PO Box 68
Corona Del Mar, California
(818) 914-1892**

**Midwest Omaha
11060 Oak Street Suite 6
Omaha, Nebraska
(402) 202-0771**

**Midwest Kansas City
6804 Mastin Drive
Merriam, Kansas
(402) 305-1693**

**LEA &
COMPANY****FACTUAL DESCRIPTION****Property Identification**

The property appraised consists of 2.15 acres of parcel numbers 560-206-07, 560-391-05, 559-124-07, and 559-124-06 which are located in National City. The entire site consists of a total of 12.44 acres, which includes the aforementioned Subject parcels, the Phase I parcel numbers 560-391-12 and 559-124-08, and the proposed community park parcel number of 560-391-11. The Subject site is vacant and currently being used as a construction site while Paradise Creek Phase I is being built. There is a creek that traverses south to northeast through the site.

The developer acquiring the site plans to construct a total of 201 units that will be income-restricted, as per LIHTC guidelines as well as a community park on the western portion of the site. The construction will be completed in two phases. Phase I, which is under construction, will consist of 109 units in two residential buildings on 4.11 acres, and the park and creek which is 6.15 acres. Phase II will consist of 92 units in two residential buildings on 2.15 acres.

This appraisal is to provide an opinion of market value of the residential portion of Phase II or the 2.15 acres of land. Photos of the Subject have been included in the Addenda.

Compliance and Competency Provision

We are aware of the compliance and competency provisions of USPAP, and within our understanding of those provisions, this report complies with all mandatory requirements, and the authors of this report possess the education, knowledge, technical skills, and practical experience to complete this assignment competently, in conformance with the stated regulations.

Unavailability of Information

In general, all information necessary to develop an estimate of value of the Subject property was available to the appraisers.

Intended Use and Intended Users of Appraisal

The intended users of this report include Paradise Creek II Housing Partners L.P., and its assigns, TCAC/CDLAC and city of National City. TCAC/CDLAC may rely upon the appraisal as intended users related to affordable housing subsidies applications. The intended use of the appraisal is to provide assistance with investment analysis decisions.

Property Interest Appraised

The property interest appraised is the fee simple interest.

Date of Inspection and Effective Date of Appraisal

The Subject was last inspected and photographed on April 7, 2015. This shall be the effective date of the appraisal.

**LEA &
COMPANY**

- Brent R. Griffiths provided significant professional appraisal assistance in the preparation of this report. This assistance included the collection and confirmation of market data, draft of the report, and a preliminary opinion of the Market Value under the supervision of Jay A. Wortmann, MAI and Byron N. Lea, MAI

Ownership and History of Subject

The property appraised consists of 2.15 acres of parcel numbers 560-206-07, 560-391-05, 559-124-07, and 559-124-06 which are located in National City. These parcels were deeded to Community Development Commission-Housing Authority of the City of National City from the City of National City, a Municipality, on August 28, 2013.

The city has agreed to lease the land to the developer for 99 years at a rate of \$1 per year. We are not aware of any other transfers of these properties. The site is not currently exposed to the market. This appraisal assignment does not provide an indication of leased fee interest or potential leasehold estate(s).

**LEA &
COMPANY**

SITE DESCRIPTION

**Existing
Improvements:**

The site is vacant and currently being used as a construction site while Paradise Creek Phase I is being built. Currently, there is a large pile of dirt that is on the site and will be dispersed between Phase I and II.

Size:

The site is a total of 2.15 acres of the entire 12.44 acres.

Identification:

2.15 acres of parcel numbers 560-206-07, 560-391-05, 559-124-07, and 559-124-06.

Topography:

The site is flat.

Vegetation:

No vegetation.

Zoning:

The Subject's site is currently zoned MCR-2, Mixed Use Commercial Residential, which permit several uses; a zoning document provided by the city of National City identifying allowable uses is included in the addendum. An apartment complex is an allowable use. The minimum density is 24 units per acre (52 units) and the maximum density is 60 units per acre (129 units). The upper limits within the zoning requires construction greater than six stories, which require greater cost steel frame construction versus wood frame construction. Interviews with the developer indicate Phase II plan is 92 units (42 units per acre), which incorporates wood frame construction, and is towards the lower density range permitted by zoning. Approvals from the city have been obtained for this density.

The parking requirement for a multifamily project is 1.5 spaces for each unit of 1,200 square feet or greater and 1.0 spaces for each unit of 1,200 square feet or less.

The zoning information was confirmed by Michael Fellows, Planning Technician for the city of National City.

**Proximity to Adverse
Conditions:**

At this time, we are unaware of any detrimental influences that would impact on the value of the Subject.

Drainage:

Appears adequate, however no specific tests were performed.

**LEA &
COMPANY**

Soil and Subsoil Conditions: We were not provided with a soil survey. However, we assume that an analysis will be completed and any mitigation will be remedied, and the site will possess adequate load bearing capacity for development.

Environmental: We were not provided an environmental report and did not observe any obvious environmental hazards during our site inspection. However, we are not experts within this field.

Flood Plain: According to the Floodscape Flood Hazards Map Number 06073C1911G, dated May 16, 2012, a portion of the Subject is a moderate and high flood risk area. Because the project is located in a flood zone, the habitable space for both phases is being elevated by approximately one foot to raise the buildings out of the flood zone. The developer stated that flood insurance was required at the construction loan closing of Phase I and expects to obtain flood insurance for the Subject (Phase II) as well.

Photographs: Subject photos are included in the Addenda.

SUBJECT PHOTOGRAPHS



Subject



Another view of Subject



Another view of Subject



Another view of Subject



Another view of Subject



Another view of Subject

SUBJECT PHOTOGRAPHS



Creek and Kimball Elementary School to the north



Commercial uses to the east



Commercial uses to the east



Creek and vacant land to the west



Hoover Avenue facing north



Hoover Avenue facing south

Mayor
Ron Morrison

Council Members
Jerry Cano
Alejandra Sotelo-Solis
Mona Rios
Albert Mendivil



Interim City Attorney
George H. Eiser, III

Senior Assistant City Attorney
Nicole Pedone

Deputy City Attorney
Roberto M. Contreras

MEMORANDUM

TO: Mayor and City Council

DATE: April 12, 2017

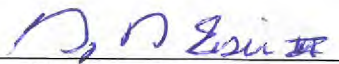
FROM: Interim City Attorney

SUBJECT: Resolution Ratifying Certification of Non-Application of Relocation Benefits and Indemnification Agreement

In 2010, the City acquired 2.15 acres of real property (the "Property") to be leased to the Related Companies, LLC ("Related") and devoted to the Paradise Creek Phase II Housing Project (the "Project"). Under certain circumstances, when a public entity acquires real property, the public entity is required by state and federal relocation laws to provide relocation assistance to any persons, businesses, or farms displaced by the acquisition. At the time of acquisition, the Property was vacant land; the land was not vacated for the Project; no occupants were displaced from their homes, businesses, or farms as a result of the acquisition; as a result of construction of the Project, no housing, business, or farm was affected, no personal property was required to be moved, and no households had to be displaced. Accordingly, the circumstances that would require relocation assistance were not present.

At the request of the State of California Housing and Community Development Department (the "Department"), the City and Related have executed a "Certification Regarding Non-Application of Relocation Benefits" certifying that the relocation assistance laws were not applicable to the acquisition, and an Indemnification Agreement indemnifying and holding harmless the Department from any legal costs and liabilities arising from any proceeding to void or set aside the Certification.

It is requested that the City Council ratify the aforementioned Certification Regarding Non-Application of Relocation Benefits, and the Indemnification Agreement.


George H. Eiser, III
Interim City Attorney

RESOLUTION NO. 2017 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
RATIFYING A CERTIFICATION REGARDING NON-APPLICATION OF
RELOCATION BENEFITS AND INDEMNIFICATION AGREEMENT
BETWEEN THE CITY OF NATIONAL CITY, THE RELATED COMPANIES
OF CALIFORNIA, LLC, AND THE STATE OF CALIFORNIA HOUSING AND
COMMUNITY DEVELOPMENT DEPARTMENT FOR THE AFFORDABLE
HOUSING AND SUSTAINABILITY COMMUNITIES GRANT PROGRAM
AWARDED TO THE PARADISE CREEK PHASE II PROJECT LOCATED
AT 2010 AND 2030 HOOVER AVENUE IN NATIONAL CITY

WHEREAS, in 2010, the City acquired 2.15 acres of real property (the "Property") to be leased to the Related Companies, LLC ("Related") and devoted to the Paradise Creek Phase II Housing Project (the "Project"); and

WHEREAS, under certain circumstances, when a public entity acquires real property, the public entity is required by state and federal relocation assistance laws to provide relocation assistance to any persons, businesses, or farms displaced by the acquisition; and

WHEREAS, at the time of acquisition, the Property was vacant land; the land was not vacated for the Project; no occupants were displaced from their homes, businesses, or farms as a result of the acquisition; as a result of construction of the Project, no housing, business, or farm was affected, no personal property was required to be moved, and no households had to be displaced. Accordingly, the circumstances that would require relocation assistance were not present; and

WHEREAS, at the request of the State of California Housing and Community Development Department (the "Department"), the City and Related have executed a "Certification Regarding Non-Application of Relocation Benefits" certifying that the relocation assistance laws were not applicable to the acquisition, and an Indemnification Agreement indemnifying and holding harmless the Department from any legal costs and liabilities arising from any proceeding to void or set aside the Certification.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby ratifies the Certification Regarding Non-Application of Relocation Benefits, and the Indemnification Agreement indemnifying and holding harmless the State of California Housing and Community Development Department from any costs and legal liabilities arising from any proceeding to void or set aside the Certification.

PASSED and ADOPTED this 18th day of April, 2017.

Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

Michael R. Dalla, City Clerk

George H. Eiser, III
Interim City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City ratifying the acceptance of the disbursement from the Board of State and Community Corrections (BSCC)/State of California AB109 grant fund, administered through the City of San Diego in the amount

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 18, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City ratifying the acceptance of the disbursement from the Board of State and Community Corrections (BSCC)/State of California AB109 grant fund, administered through the City of San Diego in the amount of \$294,084.00, and the establishment of a Fiscal year 2016-2017 appropriation of \$294,084.00 and a corresponding revenue budget for increasing positive outcomes between municipal law enforcement and high-risk populations.

PREPARED BY: Jeff Etzler, Police Sergeant

DEPARTMENT: Police

PHONE: (619) 336-4437

APPROVED BY: 

EXPLANATION:

The Board of State and Community Corrections (BSCC) awarded the City of National City a one-time amount of \$294,084.00 toward increasing positive outcomes between municipal law enforcement and high-risk populations. The Police Department may use funds to supplement, not supplant the following:

- Outreach to High-Risk Youth / Youth Diversion Programs
- Homeless Outreach Operations
- Crisis Intervention / De-Escalation / Mindful Resilience Training for Officers
- Gang and Violence Prevention Programs

Refer to the attached Staff Report for additional information. |

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO. Revenue Fund: 290-11659-3463
Expenditure Fund: 290-411-659*

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

Not Applicable

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Staff Report
BSCC 2016-2017 Allocation Packet
Copy of \$294,084.00 check, payable to National City Police Department, received March 13, 2017 |



NATIONAL CITY POLICE DEPARTMENT

STAFF REPORT

DATE: March 27, 2017

SUBJECT: Resolution of the City Council of the City of National City ratifying the acceptance of the disbursement from the Board of State and Community Corrections (BSCC)/State of California AB109 grant fund in the amount of \$294,084.00

BACKGROUND:

The Board of State and Community Corrections allocated \$20 million to cities to increase positive outcomes between municipal law enforcement and high-risk populations. The grant awards were determined based on a combination of factors, including the size of the police department in each county and mental health and homeless population data. The grant requires that a minimum of 60 percent of the total funding must go to the police departments employing 100 or fewer officers. The initial one-time allocation for the National City Police Department was \$294,084.00.

DEPARTMENT GOALS:

In an effort to increase the positive outcomes in our community, the National City Police Department's goal will be to utilize the grant funds as follows:

- Outreach to High-Risk Youth / Youth Diversion Programs
- Homeless Outreach Operations
- Crises Intervention / De-Escalation / Mindful Resilience Training for Officers
- Gang and Violence Prevention Programs

Some of the goals for this grant are summarized below:

- 1) **Outreach to Youth / Youth Diversion Programs:** The National City Police Department may increase our outreach to the youth by providing funds to our current partners in youth diversion and high risk youth. The National City Police Department sponsors the National City Police Explorer program and provides advisors and the facility to run the program. The program would be able to recruit at-risk youths and would be able to provide a diversion away from the gang lifestyle with

positive role models and a path toward a profession. Monies from the grant will be used to reach out to the youth of National City through the City of National City Community Services Youth Programs. The goal would be to support programs that provide alternatives to the youth of National City and create a better bond with the community.

- 2) **Homeless Outreach Operations:** The National City Police Department does not have the resources to fund a full-time Homeless Outreach Team. In 2016, the National City Police Department created a partnership with SANDAG to apply for the BSCC's "Strengthening Law Enforcement and Community Relations Grant." The goal was to create a homeless outreach team and unfortunately the Department did not receive any funds from that grant. The one-time funds of this grant will not be enough to fund a Homeless Outreach Team for the National City Police Department, but will allow us to reach out to these members of our society during at least two outreach operations during the calendar year. The National City Police Department will partner with the Alpha Project to conduct the outreach operations to fund two case workers for each of the outreach opportunities.
- 3) **Crisis Intervention / De-Escalation / Mindful Resilience / Community Outreach Training:** The purpose of all of these training opportunities is to provide our officers with the necessary tools to guide people in a crisis toward an outcome that strengthens our community and does not create a divide. In addition, the training provides officers with coping techniques to increase their resilience to the stress and pressures of their work.

In order to train the department's personnel in Crisis Intervention and De-Escalation, the department will have to pay for qualified instructors or train personnel to adequately train all of their personnel.

A requirement to provide quality de-escalation training will be a judgmental use-of-force simulator to place officers in realistic scenarios to discuss different options such as tactical communication, less lethal devices and crisis intervention techniques to give officers experience in handling these scenarios before they happen to them in the field. The simulator is a portable system that meets all of the department's needs for this type of training. The National City Police Department will also use the system for community outreach and education to our youth and community members. The National City Police Department will use the system for community outreach during their use of force workshops with Community members. In addition, the Department will use the system to reach out to high risk youth and for youth diversion. The goal would be to use the system to get youth interested in law enforcement. The system will be used to promote the Boy Scouts of America Explorer program as a diversion away from gangs and toward a career in law enforcement.

IMPACT

None. Revenue to the City in the amount of \$294,084.00

JE

*Office of the Chief of Police
1200 National City Boulevard
National City, CA 91950
(619) 336-4511/Fax (619) 336-4525
www.nationalcitypd.org*



LINDA M. PENNER
Chair

KATHLEEN T. HOWARD
Executive Director

STATE OF CALIFORNIA

BOARD OF STATE AND COMMUNITY CORRECTIONS

2590 VENTURE OAKS WAY, SUITE 200 • SACRAMENTO CA 95833 • 916.445.5073 • BSCC.CA.GOV



EDMUND G. BROWN, JR.
Governor

December 8, 2016

Dear Fiscal Agent for City Law Enforcement Grants:

The Budget Act of 2016, Chapter 23, Statutes of 2016, allocates \$20 million to cities to increase positive outcomes between municipal law enforcement and high-risk populations. The State Controller's Office is authorized to disburse these funds according to a schedule provided by the Department of Finance. As stipulated in Provision 1 of Item 5227-102-0001 of the Budget Act of 2016, the fiscal year 2016-17 awards were determined based on a combination of factors, including the size of police departments in each county and mental health and homeless population data (Attachment I). Consistent with historical practice for this grant, your city is the fiscal agent for local disbursement. Disbursement of these funds shall be the collective decision of the city police departments within your county.

Provision 1 of Item 5227-102-0001 of the Budget Act of 2016 requires that a minimum of 60 percent of the total funding must go to police departments employing 100 or fewer officers. The allocation table (Attachment I) includes additional information about the minimum percentage, and corresponding dollar amount, of each county's total allocation that must be distributed to small departments to meet that requirement on a statewide level. Also attached (Attachment II) is a document showing both the small and large police departments in each county along with the number of sworn officers in each department. This document is intended to be helpful for each fiduciary agent and city police departments to use as a reference guide when making funding disbursement decisions.

Provision 2 states, "Local law enforcement agencies may use the funds to supplement, not supplant, the following:

- (a) Homeless outreach teams.
- (b) Crisis Intervention Training for officers.
- (c) Gang Resistance Education and Training (GREAT).
- (d) Resources for drug endangered children.
- (e) Outreach to high-risk youth.
- (f) Youth diversion programs.
- (g) Gang and violence prevention programs."

Finally, Provision 3 requires agencies that receive funding to report the following, as applicable:

- (a) The number of new teams established, or planned to be established.
- (b) The type of training and the number of peace officers trained, or planned to be trained.
- (c) The type of equipment or resources that were purchased, or planned to be purchased

Attached is a document for each city police department to complete to notify the fiscal agent of its agreement to submit the data required to receive this funding (Attachment III). The fiscal agent for each county must complete and return the document to the Board of State and Community Corrections (BSCC) by January 27, 2017.

The BSCC is developing a website that will allow each city police department that accepts this funding to submit the required data electronically. Instructions and log-in information will be sent after BSCC's receipt of Attachment III. Each city police department shall submit the data by February 28, 2017. The BSCC will then make this information available to the Legislature by April 1, 2017.

If you have any questions or need additional information regarding this funding or the reporting requirement, please contact Adam Lwin at (916) 324-2626 or Adam.Lwin@bscc.ca.gov.

Sincerely,



LINDA PENNER

Chair

Board of State and Community Corrections

Attachments

cc: Ms. Amy Jarvis, Assistant Program Budget Manager, Department of Finance
Ms. Leslie McGill, Executive Director, California Police Chiefs Association
Ms. Lauren Michaels, Legislative Affairs Manager, California Police Chiefs Association

City Law Enforcement Grant
2016-17 Allocation

Attachment I

| County | City Named as Fiduciary Agent | Total Allocation by County | Minimum Percentage of Total Allocation for Small Departments | Minimum Allocation for Small Departments | Maximum Allocation for Large Departments |
|------------------------|-------------------------------|----------------------------|--|--|--|
| Alameda County | Fremont | \$ 950,347 | 61.84% | \$ 587,697 | \$ 362,650 |
| Amador County | Jackson | \$ 16,434 | 100.00% | \$ 16,434 | \$ - |
| Butte County | Chico | \$ 123,636 | 100.00% | \$ 123,636 | \$ - |
| Calaveras County | Angels Camp | \$ 11,446 | 100.00% | \$ 11,446 | \$ - |
| Colusa County | Williams | \$ 16,215 | 100.00% | \$ 16,215 | \$ - |
| Contra Costa County | Concord | \$ 677,497 | 78.15% | \$ 529,451 | \$ 148,046 |
| Del Norte County | Crescent City | \$ 8,742 | 100.00% | \$ 8,742 | \$ - |
| El Dorado County | South Lake Tahoe | \$ 55,119 | 100.00% | \$ 55,119 | \$ - |
| Fresno County | Fresno | \$ 460,328 | 54.25% | \$ 249,731 | \$ 210,598 |
| Glenn County | Orland | \$ 16,597 | 100.00% | \$ 16,597 | \$ - |
| Humboldt County | Arcata | \$ 104,598 | 100.00% | \$ 104,598 | \$ - |
| Imperial County | Brawley | \$ 113,220 | 100.00% | \$ 113,220 | \$ - |
| Inyo County | Bishop | \$ 10,309 | 100.00% | \$ 10,309 | \$ - |
| Kern County | Bakersfield | \$ 342,075 | 63.62% | \$ 217,642 | \$ 124,433 |
| Kings County | Hanford | \$ 90,505 | 100.00% | \$ 90,505 | \$ - |
| Lake County | Lakeport | \$ 33,661 | 100.00% | \$ 33,661 | \$ - |
| Lassen County | Susanville | \$ 13,725 | 100.00% | \$ 13,725 | \$ - |
| Los Angeles County | Gardena | \$ 6,288,490 | 48.16% | \$ 3,028,692 | \$ 3,259,798 |
| Madera County | Madera | \$ 62,116 | 100.00% | \$ 62,116 | \$ - |
| Marin County | San Rafael | \$ 202,872 | 100.00% | \$ 202,872 | \$ - |
| Mendocino County | Ukiah | \$ 68,634 | 100.00% | \$ 68,634 | \$ - |
| Merced County | Los Banos | \$ 159,563 | 100.00% | \$ 159,563 | \$ - |
| Modoc County | Alturas | \$ 5,690 | 100.00% | \$ 5,690 | \$ - |
| Mono County | Mammoth Lakes | \$ 7,892 | 100.00% | \$ 7,892 | \$ - |
| Monterey County | Marina | \$ 331,948 | 71.19% | \$ 236,324 | \$ 95,624 |
| Napa County | Napa | \$ 74,535 | 100.00% | \$ 74,535 | \$ - |
| Nevada County | Grass Valley | \$ 44,112 | 100.00% | \$ 44,112 | \$ - |
| Orange County | Garden Grove | \$ 1,276,046 | 59.70% | \$ 761,755 | \$ 514,291 |
| Placer County | Auburn | \$ 159,720 | 66.98% | \$ 106,976 | \$ 52,744 |
| Riverside County | Corona | \$ 768,863 | 67.62% | \$ 519,888 | \$ 248,974 |
| Sacramento County | Citrus Heights | \$ 568,225 | 55.45% | \$ 315,087 | \$ 253,138 |
| San Benito County | Hollister | \$ 30,587 | 100.00% | \$ 30,587 | \$ - |
| San Bernardino County | Fontana | \$ 670,594 | 58.39% | \$ 391,536 | \$ 279,058 |
| San Diego County | San Diego | \$ 1,417,836 | 48.44% | \$ 686,848 | \$ 730,989 |
| San Francisco County | San Francisco | \$ 500,886 | 0.00% | \$ - | \$ 500,886 |
| San Joaquin County | Stockton | \$ 386,585 | 66.39% | \$ 256,652 | \$ 129,934 |
| San Luis Obispo County | San Luis Obispo | \$ 182,335 | 100.00% | \$ 182,335 | \$ - |
| San Mateo County | Daly City | \$ 512,971 | 80.91% | \$ 415,068 | \$ 97,903 |
| Santa Barbara County | Santa Barbara | \$ 210,572 | 55.47% | \$ 116,806 | \$ 93,767 |
| Santa Clara County | Los Gatos | \$ 1,016,469 | 59.58% | \$ 605,628 | \$ 410,841 |
| Santa Cruz County | Watsonville | \$ 196,957 | 100.00% | \$ 196,957 | \$ - |
| Shasta County | Redding | \$ 96,425 | 100.00% | \$ 96,425 | \$ - |
| Siskiyou County | Yreka | \$ 30,434 | 100.00% | \$ 30,434 | \$ - |
| Solano County | Vallejo | \$ 253,160 | 68.96% | \$ 174,591 | \$ 78,569 |
| Sonoma County | Santa Rosa | \$ 347,275 | 67.36% | \$ 233,912 | \$ 113,363 |
| Stanislaus County | Ceres | \$ 272,475 | 66.88% | \$ 182,221 | \$ 90,254 |
| Sutter County | Yuba City | \$ 51,855 | 100.00% | \$ 51,855 | \$ - |
| Tehama County | Red Bluff | \$ 31,793 | 100.00% | \$ 31,793 | \$ - |
| Tulare County | Visalia | \$ 246,178 | 76.29% | \$ 187,818 | \$ 58,360 |
| Tuolumne County | Sonora | \$ 16,062 | 100.00% | \$ 16,062 | \$ - |
| Ventura County | Ventura | \$ 283,283 | 48.54% | \$ 137,503 | \$ 145,780 |
| Yolo County | West Sacramento | \$ 153,296 | 100.00% | \$ 153,296 | \$ - |
| Yuba County | Wheatland | \$ 28,810 | 100.00% | \$ 28,810 | \$ - |
| Total | | \$ 20,000,000 | | \$ 12,000,000 | \$ 8,000,000 |

| County | Large Departments | Number of Sworn Officers | Small Departments | Number of Sworn Officers |
|----------------------------|-------------------|--------------------------|---------------------|--------------------------|
| ALAMEDA COUNTY | | | | |
| | BERKELEY PD | 165 | ALAMEDA PD | 78 |
| | FREMONT PD | 182 | ALBANY PD | 23 |
| | HAYWARD PD | 188 | EMERYVILLE PD | 37 |
| | OAKLAND PD | 753 | LIVERMORE PD | 89 |
| | | | MORAGA PD | 12 |
| | | | NEWARK PD | 55 |
| | | | PIEDMONT PD | 19 |
| | | | PLEASANTON PD | 79 |
| | | | SAN LEANDRO PD | 91 |
| | | | UNION CITY PD | 74 |
| AMADOR COUNTY | | | | |
| | | | IONE PD | 6 |
| | | | JACKSON PD | 7 |
| | | | SUTTER CREEK PD | 4 |
| BUTTE COUNTY | | | | |
| | | | CHICO PD | 84 |
| | | | GRIDLEY PD | 14 |
| | | | OROVILLE PD | 26 |
| | | | PARADISE PD | 18 |
| CALAVERAS COUNTY | | | | |
| | | | ANGELS CAMP PD | 7 |
| COLUSA COUNTY | | | | |
| | | | COLUSA PD | 9 |
| | | | WILLIAMS PD | 12 |
| CONTRA COSTA COUNTY | | | | |
| | CONCORD PD | 151 | ANTIOCH PD | 93 |
| | RICHMOND PD | 170 | BRENTWOOD PD | 62 |
| | | | CLAYTON PD | 10 |
| | | | EL CERRITO PD | 38 |
| | | | HERCULES PD | 20 |
| | | | KENSINGTON PD | 10 |
| | | | MARTINEZ PD | 34 |
| | | | OAKLEY PD | 28 |
| | | | PINOLE PD | 22 |
| | | | PITTSBURG PD | 79 |
| | | | PLEASANT HILL PD | 39 |
| | | | SAN PABLO PD | 48 |
| | | | SAN RAMON PD | 64 |
| | | | WALNUT CREEK PD | 82 |
| DEL NORTE COUNTY | | | | |
| | | | CRESCENT CITY PD | 8 |
| EL DORADO COUNTY | | | | |
| | | | PLACERVILLE PD | 19 |
| | | | SOUTH LAKE TAHOE PD | 34 |
| FRESNO COUNTY | | | | |
| | CLOVIS PD | 101 | COALINGA PD | 19 |
| | FRESNO PD | 733 | FIREBAUGH PD | 11 |
| | | | FOWLER PD | 12 |
| | | | HURON PD | 6 |
| | | | KERMAN PD | 19 |
| | | | KINGSBURG PD | 12 |
| | | | MENDOTA PD | 12 |
| | | | ORANGE COVE PD | 11 |
| | | | PARLIER PD | 12 |
| | | | REEDLEY PD | 27 |
| | | | SANGER PD | 30 |
| | | | SELMA PD | 33 |

| County | Large Departments | Number of Sworn Officers | Small Departments | Number of Sworn Officers |
|---------------------------|-------------------|--------------------------|---------------------|--------------------------|
| GLENN COUNTY | | | | |
| | | | ORLAND PD | 11 |
| | | | WILLOWS PD | 9 |
| HUMBOLDT COUNTY | | | | |
| | | | ARCATA PD | 23 |
| | | | EUREKA PD | 49 |
| | | | FERNDALE PD | 6 |
| | | | FORTUNA PD | 16 |
| | | | RIO DELL PD | 3 |
| IMPERIAL COUNTY | | | | |
| | | | BRAWLEY PD | 35 |
| | | | CALEXICO PD | 26 |
| | | | CALIPATRIA PD | 5 |
| | | | EL CENTRO PD | 48 |
| | | | IMPERIAL PD | 17 |
| | | | WESTMORLAND PD | 5 |
| INYO COUNTY | | | | |
| | | | BISHOP PD | 13 |
| KERN COUNTY | | | | |
| | BAKERSFIELD PD | 380 | ARVIN PD | 18 |
| | | | BEAR VALLEY PD | 6 |
| | | | CALIFORNIA CITY PD | 19 |
| | | | DELANO PD | 51 |
| | | | MCFARLAND PD | 14 |
| | | | RIDGECREST PD | 32 |
| | | | SHAFTER PD | 23 |
| | | | STALLION SPRINGS PD | 2 |
| | | | TAFT PD | 17 |
| | | | TEHACHAPI PD | 15 |
| KINGS COUNTY | | | | |
| | | | AVENAL PD | 16 |
| | | | CORCORAN PD | 17 |
| | | | HANFORD PD | 54 |
| | | | LEMOORE PD | 31 |
| LAKE COUNTY | | | | |
| | | | CLEARLAKE PD | 22 |
| | | | LAKEPORT PD | 9 |
| LASSEN COUNTY | | | | |
| | | | SUSANVILLE PD | 15 |
| LOS ANGELES COUNTY | | | | |
| | BEVERLY HILLS PD | 116 | ALHAMBRA PD | 82 |
| | BURBANK PD | 140 | ARCADIA PD | 63 |
| | CULVER CITY PD | 101 | AZUSA PD | 58 |
| | DOWNEY PD | 107 | BALDWIN PARK PD | 66 |
| | EL MONTE PD | 110 | BELL GARDENS PD | 50 |
| | GLENDALE PD | 231 | BELL PD | 29 |
| | INGLEWOOD PD | 171 | CLAREMONT PD | 39 |
| | LONG BEACH PD | 783 | COVINA PD | 56 |
| | LOS ANGELES PD | 9,753 | EL SEGUNDO PD | 54 |
| | PASADENA PD | 216 | GARDENA PD | 95 |
| | POMONA PD | 159 | GLENORA PD | 51 |
| | SANTA MONICA PD | 204 | HAWTHORNE PD | 89 |
| | TORRANCE PD | 204 | HERMOSA BEACH PD | 37 |
| | WHITTIER PD | 119 | HUNTINGTON PARK PD | 56 |
| | | | IRWINDALE PD | 27 |
| | | | LA VERNE PD | 39 |
| | | | MANHATTAN BEACH PD | 68 |
| | | | MONROVIA PD | 47 |
| | | | MONTEBELLO PD | 68 |
| | | | MONTEREY PARK PD | 68 |

| County | Large Departments | Number of Sworn Officers | Small Departments | Number of Sworn Officers |
|------------------|-------------------|--------------------------|----------------------|--------------------------|
| | | | PALOS VERDES ESTATES | 24 |
| | | | REDONDO BEACH PD | 81 |
| | | | SAN FERNANDO PD | 24 |
| | | | SAN GABRIEL PD | 49 |
| | | | SAN MARINO PD | 26 |
| | | | SIERRA MADRE PD | 9 |
| | | | SIGNAL HILL PD | 35 |
| | | | SOUTH GATE PD | 73 |
| | | | SOUTH PASADENA PD | 33 |
| | | | VERNON PD | 38 |
| | | | WEST COVINA PD | 89 |
| MADERA COUNTY | | | | |
| | | | CHOWCHILLA PD | 14 |
| | | | MADERA PD | 54 |
| MARIN COUNTY | | | | |
| | | | BELVEDERE PD | 6 |
| | | | CENTRAL MARIN POLICE | 44 |
| | | | FAIRFAX PD | 11 |
| | | | MILL VALLEY PD | 20 |
| | | | NOVATO PD | 54 |
| | | | ROSS PD | 8 |
| | | | SAN RAFAEL PD | 65 |
| | | | SAUSALITO PD | 16 |
| | | | TIBURON PD | 13 |
| MENDOCINO COUNTY | | | | |
| | | | FORT BRAGG PD | 15 |
| | | | UKIAH PD | 30 |
| | | | WILLITS PD | 11 |
| MERCED COUNTY | | | | |
| | | | ATWATER PD | 29 |
| | | | DOS PALOS PD | 7 |
| | | | GUSTINE PD | 8 |
| | | | LIVINGSTON PD | 17 |
| | | | LOS BANOS PD | 39 |
| | | | MERCED PD | 80 |
| MODOC COUNTY | | | | |
| | | | ALTURAS PD | 7 |
| MONO COUNTY | | | | |
| | | | MAMMOTH LAKES PD | 10 |
| MONTEREY COUNTY | | | | |
| | SALINAS PD | 134 | CARMEL PD | 15 |
| | | | DEL REY OAKS PD | 5 |
| | | | GONZALES PD | 8 |
| | | | GREENFIELD PD | 17 |
| | | | KING CITY PD | 13 |
| | | | MARINA PD | 29 |
| | | | MONTEREY PD | 46 |
| | | | PACIFIC GROVE PD | 16 |
| | | | SAND CITY PD | 9 |
| | | | SEASIDE PD | 36 |
| | | | SOLEDAD PD | 16 |
| NAPA COUNTY | | | | |
| | | | CALISTOGA PD | 8 |
| | | | NAPA PD | 71 |
| | | | SAINT HELENA PD | 11 |
| NEVADA COUNTY | | | | |
| | | | GRASS VALLEY PD | 21 |
| | | | NEVADA CITY PD | 9 |
| | | | TRUCKEE PD | 21 |

| County | Large Departments | Number of Sworn Officers | Small Departments | Number of Sworn Officers |
|------------------------|---------------------|--------------------------|----------------------|--------------------------|
| ORANGE COUNTY | ANAHEIM PD | 387 | | |
| | COSTA MESA PD | 111 | BREA PD | 60 |
| | FULLERTON PD | 140 | BUENA PARK PD | 80 |
| | GARDEN GROVE PD | 156 | CYPRESS PD | 51 |
| | HUNTINGTON BEACH PD | 214 | FOUNTAIN VALLEY PD | 61 |
| | IRVINE PD | 210 | LA HABRA PD | 68 |
| | NEWPORT BEACH PD | 138 | LA PALMA PD | 18 |
| | ORANGE PD | 144 | LAGUNA BEACH PD | 47 |
| | SANTA ANA PD | 291 | LOS ALAMITOS PD | 23 |
| | | | PLACENTIA PD | 47 |
| | | | SEAL BEACH PD | 33 |
| | | | TUSTIN PD | 88 |
| | | | WESTMINSTER PD | 87 |
| PLACER COUNTY | | | | |
| | ROSEVILLE PD | 127 | AUBURN PD | 19 |
| | | | LINCOLN PD | 22 |
| | | | ROCKLIN PD | 55 |
| RIVERSIDE COUNTY | | | | |
| | CORONA PD | 158 | BANNING PD | 27 |
| | RIVERSIDE PD | 360 | BEAUMONT PD | 38 |
| | | | BLYTHE PD | 17 |
| | | | CATHEDRAL CITY PD | 44 |
| | | | DESERT HOT SPRINGS P | 26 |
| | | | HEMET PD | 63 |
| | | | INDIO PD | 63 |
| | | | MURRIETA PD | 89 |
| | | | PALM SPRINGS PD | 84 |
| SACRAMENTO COUNTY | | | | |
| | ELK GROVE PD | 128 | CITRUS HEIGHTS PD | 89 |
| | SACRAMENTO PD | 644 | FOLSOM PD | 69 |
| | | | GALT PD | 35 |
| SAN BENITO COUNTY | | | | |
| | | | HOLLISTER PD | 27 |
| SAN BERNARDINO COUNTY | | | | |
| | CHINO PD | 106 | BARSTOW PD | 38 |
| | FONTANA PD | 180 | COLTON PD | 44 |
| | ONTARIO PD | 236 | MONTCLAIR PD | 48 |
| | RIALTO PD | 101 | REDLANDS PD | 80 |
| | SAN BERNARDINO PD | 213 | UPLAND PD | 70 |
| SAN DIEGO COUNTY | | | | |
| | CHULA VISTA PD | 211 | CARLSBAD PD | 100 |
| | EL CAJON PD | 115 | CORONADO PD | 39 |
| | ESCONDIDO PD | 153 | LA MESA PD | 63 |
| | OCEANSIDE PD | 198 | NATIONAL CITY PD | 86 |
| | SAN DIEGO PD | 1,835 | | |
| SAN FRANCISCO COUNTY | | | | |
| | SAN FRANCISCO PD | 2,178 | | |
| SAN JOAQUIN COUNTY | | | | |
| | STOCKTON PD | 370 | ESCALON PD | 10 |
| | | | LODI PD | 66 |
| | | | MANTECA PD | 64 |
| | | | RIPON PD | 23 |
| | | | TRACY PD | 81 |
| SAN LUIS OBISPO COUNTY | | | | |
| | | | ARROYO GRANDE PD | 24 |
| | | | ATASCADERO PD | 28 |
| | | | GROVER BEACH PD | 16 |
| | | | MORRO BAY PD | 17 |
| | | | PASO ROBLES PD | 31 |

| County | Large Departments | Number of Sworn Officers | Small Departments | Number of Sworn Officers |
|-----------------------------|-------------------|--------------------------|------------------------|--------------------------|
| | | | PISMO BEACH PD | 18 |
| | | | SAN LUIS OBISPO PD | 58 |
| SAN MATEO COUNTY | | | | |
| | DALY CITY PD | 103 | ATHERTON PD | 19 |
| | SAN MATEO PD | 109 | BELMONT PD | 30 |
| | | | BRISBANE PD | 16 |
| | | | BROADMOOR PD | 10 |
| | | | BURLINGAME PD | 37 |
| | | | COLMA PD | 19 |
| | | | EAST PALO ALTO PD | 37 |
| | | | FOSTER CITY PD | 34 |
| | | | HILLSBOROUGH PD | 24 |
| | | | MENLO PARK PD | 44 |
| | | | PACIFICA PD | 29 |
| | | | REDWOOD CITY PD | 92 |
| | | | SAN BRUNO PD | 51 |
| | | | SOUTH SAN FRANCISCO | 79 |
| SANTA BARBARA COUNTY | | | | |
| | SANTA BARBARA PD | 123 | GUADALUPE PD | 10 |
| | SANTA MARIA PD | 114 | LOMPOC PD | 45 |
| SANTA CLARA COUNTY | | | | |
| | SAN JOSE PD | 904 | CAMPBELL PD | 40 |
| | SANTA CLARA PD | 141 | GILROY PD | 62 |
| | SUNNYVALE DPS | 204 | LOS ALTOS PD | 29 |
| | | | LOS GATOS PD | 38 |
| | | | MILPITAS PD | 83 |
| | | | MORGAN HILL PD | 38 |
| | | | MOUNTAIN VIEW PD | 89 |
| | | | PALO ALTO PD | 84 |
| SANTA CRUZ COUNTY | | | | |
| | | | CAPITOLA PD | 20 |
| | | | SANTA CRUZ PD | 93 |
| | | | SCOTTS VALLEY PD | 18 |
| | | | WATSONVILLE PD | 65 |
| SHASTA COUNTY | | | | |
| | | | ANDERSON PD | 16 |
| | | | REDDING PD | 99 |
| SISKIYOU COUNTY | | | | |
| | | | ETNA PD | 2 |
| | | | LAKE SHASTINA DISTRICT | 3 |
| | | | MOUNT SHASTA PD | 8 |
| | | | TULELAKE PD | 2 |
| | | | WEED PD | 9 |
| | | | YREKA PD | 15 |
| SOLANO COUNTY | | | | |
| | FAIRFIELD PD | 119 | BENICIA PD | 31 |
| | VALLEJO PD | 111 | DIXON PD | 19 |
| | | | RIO VISTA PD | 12 |
| | | | SUISUN CITY PD | 22 |
| | | | VACAVILLE PD | 97 |
| SONOMA COUNTY | | | | |
| | SANTA ROSA PD | 171 | CLOVERDALE PD | 12 |
| | | | COTATI PD | 11 |
| | | | HEALDSBURG PD | 17 |
| | | | PETALUMA PD | 61 |
| | | | ROHNERT PARK DPS | 63 |
| | | | SEBASTOPOL PD | 14 |

City Law Enforcement Grant
2016-17

Attachment II

| County | Large Departments | Number of Sworn Officers | Small Departments | Number of Sworn Officers |
|--------------------------|-------------------|--------------------------|--------------------|--------------------------|
| STANISLAUS COUNTY | | | | |
| | MODESTO PD | 197 | CERES DPS | 46 |
| | | | NEWMAN PD | 12 |
| | | | OAKDALE PD | 23 |
| | | | TURLOCK PD | 75 |
| SUTTER COUNTY | | | | |
| | | | YUBA CITY PD | 53 |
| TEHAMA COUNTY | | | | |
| | | | CORNING PD | 13 |
| | | | RED BLUFF PD | 23 |
| TULARE COUNTY | | | | |
| | VISALIA PD | 132 | DINUBA PD | 36 |
| | | | EXETER PD | 17 |
| | | | FARMERSVILLE PD | 14 |
| | | | LINDSAY DPS | 14 |
| | | | PORTERVILLE PD | 58 |
| | | | TULARE PD | 68 |
| | | | WOODLAKE PD | 9 |
| TUOLUMNE COUNTY | | | | |
| | | | SONORA PD | 12 |
| VENTURA COUNTY | | | | |
| | OXNARD PD | 225 | PORT HUENEME PD | 21 |
| | SIMI VALLEY PD | 123 | SANTA PAULA PD | 29 |
| | VENTURA PD | 127 | | |
| YOLO COUNTY | | | | |
| | | | DAVIS PD | 59 |
| | | | WEST SACRAMENTO PD | 66 |
| | | | WINTERS PD | 11 |
| | | | WOODLAND PD | 62 |
| YUBA COUNTY | | | | |
| | | | MARYSVILLE PD | 15 |
| | | | WHEATLAND PD | 8 |
| Total | | 27,378 | | 9,723 |

Data Completion Certification Form

Attachment III

| | City Police Department | Number of Officers | Amount | City Police Department Contact Responsible for Reporting Requirements | | | Signature of Police Chief or Designee Certifying Agreement to Use Funds and Report Data as Required by SB 826 | |
|----|-------------------------------|--------------------|----------|---|----------------|----------------|---|-------------------|
| | | | | Name | Phone No: | Email | Name | Signature |
| 1 | Example: Oakland Police Dept. | 250 | \$50,000 | John Smith | (123) 456-7890 | jsmith@123.net | Jane Jones | <i>Jane Jones</i> |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| 6 | | | | | | | | |
| 7 | | | | | | | | |
| 8 | | | | | | | | |
| 9 | | | | | | | | |
| 10 | | | | | | | | |
| 11 | | | | | | | | |
| 12 | | | | | | | | |
| 13 | | | | | | | | |
| 14 | | | | | | | | |
| 15 | | | | | | | | |

Please Return Completed Form To: Adam Lwin at Adam.Lwin@bscc.ca.gov OR Attn: **Adam Lwin** 2590 Venture Oaks Way Suite 200 Sacramento, CA 95833

THE BACK OF THIS CHECK CONTAINS A SECURITY MARK - DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY SECURITY MARK



THE CITY OF SAN DIEGO
AMERICA'S FINEST CITY

BANK OF AMERICA
NORTHBROOK, ILLINOIS
COMMERCIAL DISBURSEMENT ACCOUNT

WARRANT
CHECK NO.

0001557600

70-2328
719

03/06/2017

\$ 294,084.00

PAY

** TWO HUNDRED NINETY-FOUR THOUSAND EIGHTY-FOUR DOLLARS *****

TO THE ORDER OF

NATIONAL CITY POLICE DEPARTMENT

VOID AFTER 180 DAYS
PAYMENT WARRANTED BY

Mary J. Lewis
Chief Financial Officer

Paul R. Mohammed
City Treasurer

⑈0001557600⑈ ⑆071923284⑆ 7765201321⑈

REMOVE DOCUMENT ALONG THIS PERFORATION

| REFERENCE NO. / PAYMENT INFO / CITY DOC NO. | AMOUNT | DISCOUNT | FED WITHHOLDING | AMOUNT PAID |
|---|------------|----------|-------------------------------|-------------|
| SDPD-DISB.AB109 / 1900205933 | 294,084.00 | 0.00 | 0.00 | 294,084.00 |
| <div data-bbox="297 834 628 1071" data-label="Text"> <p>RECEIVED MAR 13 2017 Chief's Office National City Police Department</p> </div> | | | | |
| | | | <i>[Signature]</i> 3-13-17 | 294,084.00 |

Do you want to receive payment sooner? The City now offers Electronic Transfer (ACH) as a payment option allowing you to receive your funds directly into your account. To obtain Enrollment Form visit the City's Web Site at <http://www.sandiego.gov/comptroller/pdf/comp3.pdf>. For questions regarding this payment call your City Department contact and for general inquiries call (619) 236-6310.

VENDOR NO

10021239

THE CITY OF SAN DIEGO

DATE

03/06/2017

WARRANT CHECK NO.

0001557600

RESOLUTION NO. 2017 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
RATIFYING THE ACCEPTANCE OF THE DISBURSEMENT FROM
THE BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC)/STATE
OF CALIFORNIA AB109 GRANT FUND, ADMINISTERED THROUGH
THE CITY OF SAN DIEGO, IN THE AMOUNT OF \$294,084.00, AND
AUTHORIZING THE ESTABLISHMENT OF A FISCAL YEAR 2017
APPROPRIATION AND A CORRESPONDING REVENUE BUDGET
IN THE AMOUNT OF \$294,084 FOR INCREASING POSITIVE
OUTCOMES BETWEEN MUNICIPAL LAW ENFORCEMENT
AND HIGH-RISK POPULATIONS

WHEREAS, the Board of State and Community Corrections/State of California
AB 109 awarded grant funds to the National City Police Department ("NCPD") in the amount of
\$294,084 to increase positive outcomes between NCPD and the community; and

WHEREAS, NCPD will utilize the grant funds as follows:

- Outreach to High-Risk Youth/Youth Diversion Programs
- Homeless Outreach Operations
- Crises Intervention/De-Escalation/Mindful Resilience Training for Officers
- Gang and Violence Prevention Programs

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of
National City hereby ratifies the acceptance of the disbursement from the Board of State and
Community Corrections (BSCC)/State of California AB109 grant fund, administered through the
City of National City San Diego, in the amount of \$294,084 to increase positive outcomes
between municipal law enforcement and high-risk populations.

BE IT FURTHER RESOLVED that the City Council authorizes the establishment
of a Fiscal Year 2017 appropriation and a corresponding revenue budget in the amount of
\$294,084.

PASSED and ADOPTED this 18th day of April, 2017.

Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

Michael R. Dalla, City Clerk

George H. Eiser, III
Interim City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the National Joint P

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 18, 2017

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the National Joint Powers Alliance (NJPA) Contract #081716-NAF to award the purchase of one 2017 International 4300 SBA 4x2 (MA025) 33,000 GVWR Truck with 5-7 Yard Dump Body to National Auto Fleet Group in an amount not to exceed \$105,993.30; and, 2) appropriate \$5,993.30 in the Equipment Replacement Reserve from the Sewer Service Fund fund balance to apply towards the purchase.

PREPARED BY: Ray Roberson, Management Analyst II

DEPARTMENT: Engineering/Public Works

PHONE: (619) 336-4583

APPROVED BY: 

EXPLANATION:

See attached explanation.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

644-416-222-511-0000 (Equipment Replacement Reserve)

\$100,000 previously appropriated through FY2017 budget

\$5,993.30 to be appropriated from the Sewer Service Fund fund balance

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt Resolution awarding the purchase of one 2017 International 4300 SBA 4x2 (MA025) 33,000 GVWR Truck with 5-7 Yard Dump Body to National Auto Fleet Group in an amount not to exceed \$105,993.30.

BOARD / COMMISSION RECOMMENDATION:

N/A.

ATTACHMENTS:

1. Explanation
2. Proposal
3. National Joint Powers Alliance (NJPA) Contract #081716-NAF
4. Resolution

Explanation:

The current 2001 International dump truck used by the City Public Works Wastewater Division is not in compliance with the latest 2017 diesel regulations. Furthermore, the truck has exceeded its useful life. Therefore, staff desires to purchase a new 2017 International 4300 SBA 4x2 (MA025) 33,000 GVWR Truck with 5-7 Yard Dump Body. Consistent with Section 2.60.260 of the National City Municipal Code (NCMC) regarding cooperative purchasing, there is an opportunity to piggyback the National Joint Powers Alliance Contract #081716-NAF with National Auto Fleet Group to allow for the purchase of one 2017 International 4300 SBA 4x2 (MA025) 33,000 GVWR Truck with 5-7 Yard Dump Body..

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's Purchasing staff has confirmed that the National Joint Powers Alliance Contract #081716-NAF with National Auto Fleet Group was competitively bid through a Request for Proposals (RFP) process, and that the State of California Department of General Services procurement procedures are in substantial compliance with those of National City.

Therefore, staff requests that City Council authorize the City (Buyer) to piggyback the National Joint Powers Alliance Contract #081716-NAF to award the purchase of one 2017 International 4300 SBA 4x2 (MA025) 33,000 GVWR Truck with 5-7 Yard Dump Body to National Auto Fleet Group in an amount not to exceed \$105,993.30, consistent with Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing.

The funding to purchase this vehicle was approved by City Council through adoption of the FY 2017 annual budget. The Equipment Replacement Reserve will be replenished by the Sewer Service Fund (\$75,000) and General Fund (\$25,000). While the City Council previously authorized an appropriation of \$100,000.00, the cost of the dump truck is \$105,993.30, resulting in the need for additional appropriation from the Sewer Service Fund fund balance in the amount of \$5,993.30.



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

3/6/2017

Mr. Tony Gaut

Quote ID: 4219

City of National City
2100 Hover Ave
National City, CA 91950

Dear Mr. Tony Gaut,

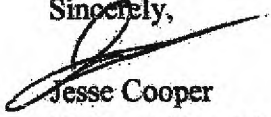
National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2017 International 4300 SBA 4x2 (MA025) 33,000 GVWR with 5-7 Yard Dump Body) by Mrs. McRoberts with International each for:

| | One Unit (1) |
|-------------|---------------|
| Sub Total | \$ 97,465.10 |
| Tax (8.75%) | \$ 8,528.20 |
| Total | \$ 105,993.30 |

This vehicle(s) is available under the **National Joint Powers Alliance Bid Number 081716**.
Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,


Jesse Cooper

National Fleet Manager

jcooper@Nationalautofleetgroup.com

Office (855) 289-6572

Fax (831) 480-8497



INTERNATIONAL

February 27, 2017

Prepared For:
CITY OF NATIONAL CITY
Tony GAUT
2100 HOVER AVE
NATIONAL CITY, CA 91950-6589
(619)338 - 4365
Reference ID: N/A

Presented By:
DION INTERNATIONAL TRUCKS, LLC
Theresa McRoberts
5255 Federal Blvd.
San Diego CA 92105 -
(619)263-2251

*City of National City
5-7 yd dump - revised*

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2018 4300 SBA 4X2 (MA025)

| | |
|--|--|
| APPLICATION: | Light Aggregate |
| MISSION: | Requested GVWR: 33000. Calc. GVWR: 33000 Calc. Start / Grade Ability: 30.15% / 1.92% @ 35 MPH Calc. Geared Speed: 71.3 MPH |
| DIMENSION: | Wheelbase: 175.00; CA: 107.90; Axle to Frame: 63.00 |
| ENGINE, DIESEL: | (Cummins B6.7 220) EPA 2017, 220 HP @ 2400 RPM; 600 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed: 220 Peak HP (Max) |
| TRANSMISSION, AUTOMATIC: | (Alison 3500_RDS_P) 5th Generation Controls; Wide Ratio 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max. |
| CLUTCH: | Omit Item (Clutch & Control) |
| AXLE, FRONT NON-DRIVING: | (Meritor MFS-12-122A) I-Beam Type, 12,000-lb Capacity |
| AXLE, REAR, SINGLE: | (Meritor MS-21-14X-4DFR) Single Reduction, 21,000-lb Capacity, R Wheel Ends Gear Ratio: 5.86 |
| CAB: | Conventional |
| TIRE, FRONT: | (2) 11R22.5 Load Range H HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position |
| TIRE, REAR: | (4) 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position |
| SUSPENSION, RR, SPRING, SINGLE: | Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring |
| PAINT: | Cab schematic 100GA Location 1: 9219 Winter White (Std) Chassis schematic N/A |

INTERNATIONAL®

Vehicle Specifications
2018 4300 SBA 4X2 (MA025)

February 27, 2017

| <u>Code</u> | <u>Description</u> | <u>F/R Wt</u> (lbs) | <u>Tot Wt</u> (lbs) |
|-------------|--|------------------------|------------------------|
| MA02500 | Base Chassis, Model 4300 SBA 4X2 with 175.00 Wheelbase, 107.90 CA, and 63.00 Axle to Frame. | 5474/2935 | 8409 |
| 1570 | TOW HOOK, FRONT (2) Frame Mounted | 8/0 | 8 |
| 1CEK | FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 420.0" (10668mm) Maximum OAL, Limited to 33,000 lb Maximum GVWR | 62/206 | 268 |
| 1LEG | LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in Front Bumper | 3/0 | 3 |
| 1LLD | BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness <u>Includes</u> : BUMPER, FRONT Powder Coated Gray (Argent) Color | 0/0 | 0 |
| 1WEH | WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm) | 0/0 | 0 |
| 2ASC | AXLE, FRONT NON-DRIVING (Meritor MFS-12-122A) I-Beam Type, 12,000-lb Capacity <u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires. | 41/0 | 41 |
| 3ADC | SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf, 12,000-lb Capacity; with Shock Absorbers <u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free <u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires. | 69/0 | 69 |
| 4091 | BRAKE SYSTEM, AIR Dual System for Straight Truck Applications <u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6 <u>Notes</u> : Front and Rear Dust Shields not Included : Rear Axle is Limited to 19,000-LB GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NDC BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered : Rear Axle is Limited to 20,000-LB GAWR with Code 04092 BRAKE SYSTEM, AIR and Code 04NCW BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered : Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered | 94/36 | 130 |
| 4196 | BRAKES, FRONT, AIR CAM 16.5" x 5", Includes 24 SqIn Long Stroke Brake Chambers | 150/0 | 150 |
| 4619 | TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck | 2/0 | 2 |
| 4AZA | AIR BRAKE ABS (Bendix AntiLock Brake System) Full Vehicle Wheel Control System (4-Channel) | 9/21 | 30 |
| 4EBS | AIR DRYER (Bendix AD-9) with Heater <u>Includes</u> : AIR DRYER LOCATION Inside Left Rail, Back of Cab | 23/4 | 27 |

INTERNATIONAL*

Vehicle Specifications
2018 4300 SBA 4X2 (MA025)

February 27, 2017

| Code | Description | F/R Wt (lbs) | Tot Wt (lbs) |
|------|--|-----------------|-----------------|
| 4EXU | BRAKE CHAMBERS, REAR AXLE (Bendix EverSure) 30/30 Spring Brake | 0/0 | 0 |
| 4EXV | BRAKE CHAMBERS, FRONT AXLE (Bendix) 24 Sq.in | 0/0 | 0 |
| 4NDB | BRAKES, REAR, AIR-CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.in. Long Stroke Brake Chamber and Spring Actuated Parking Brake | 0/211 | 211 |
| | <u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes; Front Air Cam; Wheels; Tires. | | |
| 4SPA | AIR COMPRESSOR (Cummins) 18.7 CFM Capacity | 36/0 | 36 |
| 4WBX | DUST SHIELDS, FRONT BRAKE for Air Brakes | 4/0 | 4 |
| 4WDM | DUST SHIELDS, REAR BRAKE for Air Brakes | 0/6 | 6 |
| 4WNZ | DRAIN VALVE (3) with Pull Chains for Air Tanks | 3/0 | 3 |
| 4WZJ | AIR TANK LOCATION (2) : One Mounted Under Each Frame Rail, Front of Rear Suspension, Parallel to Rail | 0/0 | 0 |
| 570B | STEERING COLUMN Tilting | 0/0 | 0 |
| 5CAL | STEERING WHEEL 2-Spoke, 18" Dia., Black | 0/0 | 0 |
| 5PSA | STEERING GEAR (Sheppard M100) Power | 25/0 | 25 |
| 6DAC | DRIVESHAFT (Dana Spicer) 1710 Series in lieu of SPL90 Series | 4/19 | 23 |
| 7BEV | AFTERTREATMENT COVER Steel, Black | 0/0 | 0 |
| 7BKS | EXHAUST SYSTEM Single Horizontal Aftertreatment Device, Frame Mounted, Right Side Under Cab; for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab | 0/0 | 0 |
| 7SCP | ENGINE EXHAUST BRAKE for Cummins ISB/B6 71SL/L9 Engine with Variable Vane Turbo Charger | 0/0 | 0 |
| 7WAZ | TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust | 0/0 | 0 |
| 7WDM | EXHAUST HEIGHT 10' | 0/0 | 0 |
| 7WDN | MUFFLER/TAIL PIPE GUARD (1) Non-Bright Aluminum | 0/0 | 0 |
| 8000 | ELECTRICAL SYSTEM 12-Volt, Standard Equipment | 0/0 | 0 |
| | <u>Includes</u> : BATTERY BOX Steel : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics in Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Canceling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers, Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single-Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered | | |
| 871B | POWER SOURCE Cigar Type Receptacle without Plug and Cord | 1/0 | 1 |
| 8GXD | ALTERNATOR (Leece-Neville AV160P2013) Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense | 0/0 | 0 |
| 8HAB | BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn | 2/0 | 2 |
| 8HAG | ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Separate Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake accommodation package With Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket | 0/2 | 2 |
| 8MKL | BATTERY SYSTEM (International) Maintenance-Free, (3) 12-Volt 1950CCA Total | 43/12 | 55 |

INTERNATIONAL

Vehicle Specifications
2018 4300 SBA 4X2 (MA025)

February 27, 2017

| Code | Description | F/R Wt (lbs) | Tot Wt (lbs) |
|-------|---|-----------------|-----------------|
| 8RMA | RADIO AM/FM/MB/Clock/Bluetooth/USB Input/3MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music, with Multiple Speakers | 1/0 | 1 |
| 8TKK | TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/ Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch | 1/0 | 1 |
| 8VAY | HORN, ELECTRIC Disc Style | 0/0 | 0 |
| 8WCL | HORN, AIR Black, Single Trumpet, Air Solenoid Operated | 2/0 | 2 |
| 8WPH | CLEARANCE/MARKER LIGHTS (5) (Truck Lite) Amber LED Lights, Flush Mounted on Cab or Sunshade | 0/0 | 0 |
| 8WPZ | TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights | 0/0 | 0 |
| 8WRB | HEADLIGHTS ON WMPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on | 0/0 | 0 |
| 8WTK | STARTING MOTOR (Delco Remy 38MT Type 300) 12 Volt; less Thermal Over-Crank Protection | 0/0 | 0 |
| 8WWJ | INDICATOR, LOW COOLANT LEVEL With Audible Alarm | 0/0 | 0 |
| 8WXB | HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "OFF" Position | 0/0 | 0 |
| 8WXD | ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened | 0/0 | 0 |
| 8WZK | HEADLIGHTS Halogen; Composite Aero Design for Two Light System | 0/0 | 0 |
| 8XAH | CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses | 0/0 | 0 |
| 8XDU | BATTERY BOX Steel, With Aluminum Cover, 14" Wide, 3 Battery Capacity, Mounted Left Side Under Cab | 61/33 | 94 |
| 8XGT | TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender | 0/0 | 0 |
| 9HAD | GRILLE Chrome | 0/0 | 0 |
| 9HAN | INSULATION, UNDER HOOD for Sound Abatement | 10/0 | 10 |
| 9HBN | INSULATION, SPLASH PANELS for Sound Abatement | 2/0 | 2 |
| 9WAC | BUG SCREEN Mounted Behind Grille | 5/0 | 5 |
| 9WAY | FRONT END Tinting, Fiberglass, With Three Piece Construction | 0/0 | 0 |
| 10080 | PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "GA" | 0/0 | 0 |
| 10761 | PAINT TYPE Base Coat/Clear Coat, 1-2 Tone | 0/0 | 0 |
| 11001 | CLUTCH Omit Item (Clutch & Control) | -53/-12 | -75 |
| 12703 | ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection | 0/0 | 0 |
| 12EJH | ENGINE, DIESEL (Cummins B6.7 220) EPA 2017, 220 HP @ 2400 RPM, 800 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 220 Peak HP (Max) | 0/0 | 0 |
| 12EMZ | VENDOR WARRANTY, ENGINE (Cummins) B6.7 Engine, 3-Year Unlimited Miles Standard Warranty | 0/0 | 0 |
| 12TSY | FAN DRIVE (Borg-Warner SA85) Viscous Type, Screw On Includes : FAN Nylon | 0/0 | 0 |
| 12UYE | RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 SqIn Louvered, With 313 SqIn Charge Air Cooler. With In-Tank Transmission Cooler Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber | 35/-4 | 31 |
| 12VBR | AIR CLEANER With Service Protection Element Includes : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted | 0/0 | 0 |
| 12VXT | THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel | 0/0 | 0 |

INTERNATIONAL*

Vehicle Specifications
2018 4300 SBA 4X2 (MA026)

February 27, 2017

| <u>Code</u> | <u>Description</u> | <u>F/R Wt</u> (lbs) | <u>Tot Wt</u> (lbs) |
|-------------|--|------------------------|------------------------|
| 12VYP | ENGINE CONTROL, REMOTE MOUNTED - No Provision Furnished for Remote Mounted Engine Control | 0/0 | 0 |
| 12WPV | OIL PAN 15 Quart Capacity, For Cummins ISB/B6.7 Engines | 0/0 | 0 |
| 12WZB | EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood | 0/0 | 0 |
| 12XZE | FEDERAL EMISSIONS (Cummins B6.7) EPA, OBD and GHG Certified for Calendar Year 2017 | 0/0 | 0 |
| 13AVG | TRANSMISSION, AUTOMATIC (Allison 3500_RDS_P) 5th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max. | 135/53 | 188 |
| 13WBL | TRANSMISSION SHIFT CONTROL (Allison) Push-Button Type; for Allison 3000 & 4000 Series Transmission | 0/0 | 0 |
| 13WLP | TRANSMISSION OIL Synthetic; 29 thru 42 Pints | 0/0 | 0 |
| 13WUC | ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction | 0/0 | 0 |
| 13WYU | SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming | 0/0 | 0 |
| 13XAA | PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring | 3/0 | 3 |
| 13XAK | PTO LOCATION Right Side of Transmission | 0/0 | 0 |
| 14ANV | AXLE, REAR, SINGLE (Meritor MS-21-14X-4DFR) Single Reduction, 21,000-lb Capacity, R Wheel Ends . Gear Ratio: 5.86 <u>Includes</u> : REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle <u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes; Rear Air Cam; Brake Shoes; Rear; Special Rating, GAWR; Wheels; Tires. : When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance | 0/57 | 57 |
| 14VAH | SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity, With 4500-lb Auxiliary Rubber Spring <u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes; Rear Air Cam; Brake Shoes; Rear; Special Rating, GAWR; Wheels; Tires. | 0/66 | 66 |
| 14WAP | SHOCK ABSORBERS, REAR (2) | 0/45 | 45 |
| 14WMG | AXLE, REAR, LUBE (Emgard FE-75W-90) Synthetic Oil; 30 thru 39.99 Pints | 0/0 | 0 |
| 15LMS | FUEL/WATER SEPARATOR Cummins Supplied on Engine; with 12 Volt DC Heater, with Water-In-Fuel Sensor | 5/3 | 8 |
| 15SXJ | FUEL TANK Top Draw; Non-Polished Aluminum, 24" Diam., 50 U.S. Gal., 189 L Capacity, Mounted Left Side Under Cab | 14/-1 | 13 |
| 15WCN | DEF TANK 5 U.S. Gal. 18.9L Capacity, Frame Mounted Outside Left Rail, Under Cab | -6/19 | 13 |
| 16030 | CAB Conventional <u>Includes</u> : ARM REST (2) Molded Plastic; One Each Door : CLEARANCE/MARKER LIGHTS (5) Flush Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color | 0/0 | 0 |

INTERNATIONAL®

Vehicle Specifications
2018 4300 SBA 4X2 (MA025)

February 27, 2017

| Code | Description | F/R Wt (lbs) | Tot Wt (lbs) |
|-------|--|-----------------|-----------------|
| 16HBA | GAUGE CLUSTER English With English Electronic Speedometer <u>Includes</u> : GAUGE CLUSTER (5) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible) | 0/0 | 0 |
| 16HGH | GAUGE, OIL TEMP, AUTO TRANS. for Allison Transmission | 1/0 | 1 |
| 16HHE | GAUGE, AIR CLEANER RESTRICTION (Filter-Minder) With Black Bezel Mounted in Instrument Panel | 2/0 | 2 |
| 16HKT | IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster | 0/0 | 0 |
| 16HLJ | GAUGE, DEF FLUID LEVEL | 0/0 | 0 |
| 16JNT | SEAT, DRIVER (National 2000) Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust <u>Includes</u> : SEAT BELT 3-Point, Lap and Shoulder Belt Type | 2/0 | 2 |
| 16SMN | SEAT, PASSENGER (National) Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl | 15/8 | 23 |
| 16SNA | MIRRORS (2) (Lang Mekra) Rectangular, Black Heads, Brackets and Arms, Breakaway Type, 7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing | -3/0 | -3 |
| 16VHG | CAB MOUNTING HEIGHT EFFECTS Mid Cab in Lieu of Low Cab Mounting Height (Approx. 4") With Cab Air Suspension | 70/-8 | 64 |
| 16WCT | AIR CONDITIONER (Blend-Air) With Integral Heater & Defroster <u>Includes</u> : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A | 65/6 | 71 |
| 16WJS | INSTRUMENT PANEL Center Section, Flat Panel | 0/0 | 0 |
| 16WJU | WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature | 5/0 | 5 |
| 16WKY | HVAC FRESH AIR FILTER | 4/0 | 4 |
| 16WLE | STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door | 1/0 | 1 |
| 16WLM | HOURMETER, PTO for Customer Provided PTO; With Indicator Light and Hourmeter in Gauge Cluster Includes Return Wire for PTO Feedback Switch | 2/0 | 2 |
| 16WLS | FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood | 1/0 | 1 |
| 16WRX | CAB INTERIOR TRIM Deluxe <u>Includes</u> : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section : STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door : SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console | 0/0 | 0 |
| 16WSE | LOW WASHER FLUID INDICATOR | 1/0 | 1 |

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Vehicle Specifications
2018 4300 SBA 4X2 (MA025)

February 27, 2017

| <u>Code</u> | <u>Description</u> | <u>F/R Wt</u> (lbs) | <u>Tot Wt</u> (lbs) |
|--------------------------------|---|------------------------|------------------------|
| 27DTH | WHEELS, FRONT (Maxion 10049) DISC; 22.5x8.25 Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .490" Thick Increased Capacity Disc and Steel Hubs | 5/0 | 5 |
| 28DTH | WHEELS, REAR (Maxion 10049) DUAL DISC; 22.5x8.25 Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .490" Thick Increased Capacity Disc and Steel Hubs | 0/1023 | 1023 |
| 29580 | WHEEL SEALS, FRONT (International) Oil-Lubricated Wheel Bearings | 0/0 | 0 |
| 29PAR | PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; With Vendor Applied White Powder Coat Paint | 0/0 | 0 |
| 29PAS | PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; With Vendor Applied White Powder Coat Paint | 0/0 | 0 |
| 29WLK | WHEEL BEARING, FRONT, LUBE (Emgard FE-75W-90) Synthetic Oil | 0/0 | 0 |
| 60AAG | BDY INTG, REMOTE POWER MODULE Mounted Inside Cab behind Driver Seat; Up to 6 Outputs & 6 Inputs; Max. 20 amp. per Channel, Max. 80 amp Total (Includes 1 Switch Pack With Latched Switches) | 0/0 | 0 |
| 60ABC | BDY INTG, REMOTE START/STOP To Start and Stop Vehicle Engine | 0/0 | 0 |
| 60AJK | BDY INTG, INDICATOR LIGHTS (2) 1 for Body Up, 1 for Gate Open; Includes Audible Alarm, Programmable Mode for Various Switch Actions. (Requires 2 Remote Power Module Inputs) | 0/0 | 0 |
| 7372135415 | (4) TIRE, REAR 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position | 0/128 | 128 |
| 7382135415 | (2) TIRE, FRONT 11R22.5 Load Range H HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position | 66/0 | 66 |
| Services Section: | | | |
| 40116 | WARRANTY Standard for Durastar 1000/4000 Series, Effective with Vehicles Built January 2, 2015 or Later, CTS-2475P | 0/0 | 0 |
| Total Component Weight: | | 6495/4876 | 11385 |
| flooring cost | | 0/0 | 0 |
| Total Goods Purchased: | | 0/0 | 0 |

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

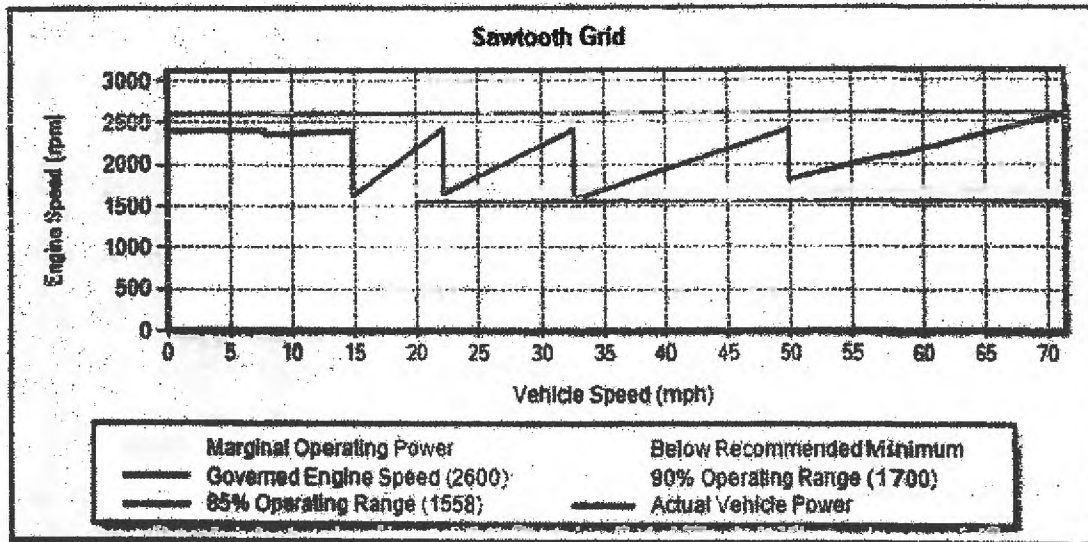
INTERNATIONAL*

Weight Summary
2018 4300 SBA 4X2 (MA026)

February 27, 2017

There is no weight study for this proposal.

ENGINE/TRANSMISSION MATCHING



Sawtooth Details

| Gear | Trans Ratio | Upshift Power Avail | | Govern Power Avail | | Peak Power Comparison | | | Warn Msg |
|------|-------------|---------------------|---------------|--------------------|---------------|-----------------------|---------------|---------------|----------|
| | | Veh Spd (MPH) | Eng Spd (RPM) | Veh Spd (MPH) | Eng Spd (RPM) | Gear Step (%) | 86% Range (%) | 90% Range (%) | |
| 1C | 4.59 | 0.0 | 2406 | 7.8 | 2417 | N/A | 67 | 53 | |
| 2C | 2.28 | 7.8 | 2363 | 14.8 | 2405 | N/A | 67 | 53 | |
| 2L | 2.28 | 14.8 | 1627 | 22.1 | 2432 | N/A | 67 | 53 | |
| 3L | 1.53 | 22.1 | 1646 | 32.5 | 2417 | N/A | 67 | 53 | |
| 4L | 1.00 | 32.5 | 1580 | 49.9 | 2425 | N/A | 67 | 53 | |
| 5L | 0.75 | 49.9 | 1819 | 71.3 | 2600 | N/A | 67 | 53 | |

@ - WHEELSLIP CAN OCCUR AT THE GRADE SHOWN. THE VEHICLE IS CAPABLE OF INCREASED GRADEABILITY IF MORE WEIGHT IS PLACED ON THE DRIVE AXLES.

STEADY STATE PERFORMANCE

| Performance Results | Gear | Veh Spd (mph) | Eng Spd (rpm) | Fuel Econ (mpg) | Grade (%) | Notes |
|---------------------------|------|------------------|------------------|--------------------|--------------|--|
| LEVEL ROAD MAXIMUM SPEED | 5L | 70.4 | 2569 | ***** | 0.00 | |
| HI GEAR SPEED @ RATED RPM | --- | --- | --- | --- | --- | |
| 55.0 MPH STEADY-STATE | 5L | 55.0 | 2008 | ***** | 1.92 | |
| TYPICAL OPERATING SPEED | 5L | 65.0 | 2371 | ***** | 0.69 | - Calculated Grade Ability/Fuel Economy |

VEHICLE ORDER CODING ERRORS MAY RESULT IF THE "LEVEL ROAD MAX SPEED" VALUE EXCEEDS THE "HI GEAR SPEED @ RATED RPM" AND IS USED AS THE ENGINE PROGRAMMABLE VEHICLE SPEED LIMIT.

IF THE RESULTS CONTAIN " --- ", VEHICLE CANNOT ATTAIN THAT SPEED.

IF THE RESULTS CONTAIN "*****", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

Recommendations / General Information

IDLE FUEL RATE : ***** GALS/HR @ 700.0 RPM

TORQUE CONVERTER : TC-411 STALL RATIO: 2.71

Fuel Economy Route: Normal Route - City, Suburban, and Highway

| Key Fuel Economy Information | City | Suburban | Highway | Notes |
|------------------------------|-------|----------|---------|-------|
| MILES PER GALLON | ***** | ***** | ***** | |
| AVERAGE MPH | 18.9 | 39.8 | 54.6 | |
| MISSION MINUTES | 29.65 | 52.05 | 173.37 | |

IF THE RESULTS CONTAIN "*****", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

GRADEABILITY PERFORMANCE

Enroute - Full Throttle Upshift Performance

| Gear | Trans Ratio | Veh Spd (mph) | Eng Spd (rpm) | Whl Pwr (hp) | Grade (%) | Warn Mesg | Notes |
|------|-------------|---------------|---------------|--------------|-----------|-----------|------------|
| 1C | 4.59 | 0.0 | 2409 | 0.00 | 44.55 | @ | STALL |
| | | 4.2 | 2363 | 133.78 | 38.18 | | 70% EFF |
| | | 5.9 | 2375 | 152.28 | 30.15 | | 80% EFF |
| | | 7.8 | 2417 | 157.93 | 23.05 | | |
| 2C | 2.28 | 7.8 | 2363 | 126.61 | 18.48 | | |
| 2L | 2.28 | 14.8 | 2405 | 159.02 | 11.59 | | |
| | | 14.8 | 1827 | 163.39 | 11.93 | | |
| 3L | 1.53 | 22.1 | 2432 | 186.18 | 8.78 | | |
| | | 22.1 | 1848 | 185.19 | 7.89 | | |
| 4L | 1.00 | 32.5 | 2417 | 186.28 | 5.47 | | |
| | | 32.5 | 1580 | 157.33 | 4.45 | # | |
| | | 32.9 | 1600 | 159.28 | 4.44 | | |
| 5L | 0.75 | 49.9 | 2425 | 182.20 | 2.48 | | |
| | | 49.9 | 1819 | 178.98 | 2.35 | | |
| | | 62.4 | 2277 | 180.09 | 1.00 | | |
| | | 66.5 | 2425 | 176.01 | 0.50 | | |
| | | 70.4 | 2570 | 189.41 | 0.00 | | LEVEL ROAD |
| | | 71.3 | 2600 | 187.75 | -0.11 | | RATED RPM |

STARTING / TOP GEAR PERFORMANCE

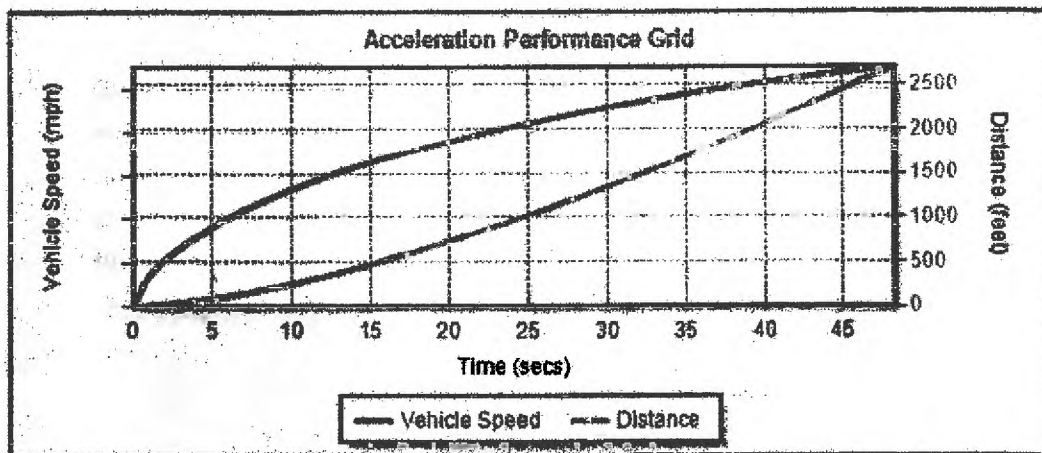
| Gear | Trans Ratio | Veh Spd (mph) | Eng Spd (rpm) | Whl Pwr (hp) | Grade (%) | Warn Mesg | Notes |
|------|-------------|---------------|---------------|--------------|-----------|-----------|------------------------------------|
| 1C | 4.59 | 0.0 | | 0.00 | 44.55 | @ | STALL |
| | | 5.9 | | 152.28 | 30.15 | | 80% EFF - Calculated Start Ability |

@ - WHEELSLIP CAN OCCUR AT THE GRADE SHOWN. THE VEHICLE IS CAPABLE OF INCREASED GRADEABILITY IF MORE WEIGHT IS PLACED ON THE DRIVE AXLES.

THE TRANSMISSION WAS SIMULATED IN PERFORMANCE OPERATING MODE.

ACCELERATION PERFORMANCE RESULTS

Acceleration Performance Grid



Acceleration Performance: TIME TO ACCELERATE ON A GRADE TO 55.0 (MPH) IS 48.21 (SECS)

Acceleration Performance Details

| Gear | Time (secs) | Distance (feet) | Speed (mph) | Notes |
|------|-------------|-----------------|-------------|-------|
| 1C | 0.13 | 0.1 | 1.0 | |
| | 0.27 | 0.4 | 2.0 | |
| | 0.42 | 0.9 | 3.0 | |
| | 0.56 | 1.7 | 4.0 | |
| | 0.71 | 2.7 | 5.0 | |
| | 0.89 | 4.1 | 6.0 | |
| | 1.08 | 5.9 | 7.0 | |
| 2C | 1.26 | 7.8 | 7.8 | |
| | 1.54 | 11.2 | 8.8 | |
| | 1.83 | 15.2 | 9.8 | |
| | 2.14 | 19.9 | 10.8 | |
| | 2.47 | 25.4 | 11.8 | |
| | 2.82 | 31.7 | 12.8 | |
| | 3.20 | 39.1 | 13.8 | |
| 2L | 3.61 | 47.5 | 14.8 | |
| | 3.82 | 47.8 | 14.8 | |
| | 4.04 | 57.2 | 15.8 | |
| | 4.48 | 67.2 | 16.8 | |
| | 4.88 | 78.1 | 17.8 | |
| | 5.33 | 90.0 | 18.8 | |
| | 5.80 | 103.4 | 19.8 | |
| 3L | 6.31 | 118.4 | 20.8 | |
| | 6.84 | 135.2 | 21.8 | |
| | 7.02 | 140.9 | 22.1 | |
| | 7.65 | 161.7 | 23.1 | |
| | 8.28 | 183.5 | 24.1 | |
| | 8.91 | 206.3 | 25.1 | |
| | 9.55 | 230.3 | 26.1 | |
| | 10.21 | 256.1 | 27.1 | |
| | 10.90 | 284.1 | 28.1 | |
| | 11.62 | 314.6 | 29.1 | |
| | 12.39 | 347.7 | 30.1 | |

INTERNATIONAL

Performance: ICARE Summary
2018 4300 BBA 4X2 (MA025)

February 27, 2017

| Gear | Time (secs) | Distance (feet) | Speed (mph) | Notes |
|------|----------------|--------------------|----------------|-------|
| 4L | 13.18 | 333.6 | 31.1 | |
| | 14.03 | 422.5 | 32.1 | |
| | 14.34 | 437.6 | 32.5 | |
| | 15.41 | 488.1 | 33.5 | |
| | 16.48 | 542.6 | 34.5 | |
| | 17.56 | 595.1 | 35.5 | |
| | 18.65 | 655.7 | 36.5 | |
| | 19.76 | 716.3 | 37.5 | |
| | 20.88 | 777.0 | 38.5 | |
| | 21.89 | 841.3 | 39.5 | |
| | 23.14 | 909.1 | 40.5 | |
| | 24.34 | 981.3 | 41.5 | |
| | 25.60 | 1058.6 | 42.5 | |
| | 26.81 | 1141.6 | 43.5 | |
| | 28.30 | 1230.9 | 44.5 | |
| | 29.76 | 1326.8 | 45.5 | |
| | 31.28 | 1429.8 | 46.5 | |
| 5L | 32.89 | 1540.7 | 47.5 | |
| | 34.58 | 1660.2 | 48.5 | |
| | 36.39 | 1789.6 | 49.5 | |
| | 37.09 | 1840.7 | 49.9 | |
| | 39.11 | 1999.6 | 50.9 | |
| | 41.16 | 2144.8 | 51.9 | |
| | 43.29 | 2307.7 | 52.9 | |
| | 45.51 | 2462.0 | 53.9 | |
| | 47.86 | 2698.4 | 54.9 | |
| | 49.21 | 2897.2 | 55.0 | |

REQUIRED TCAPE INFORMATION

TCAPE Factors For Vehicle

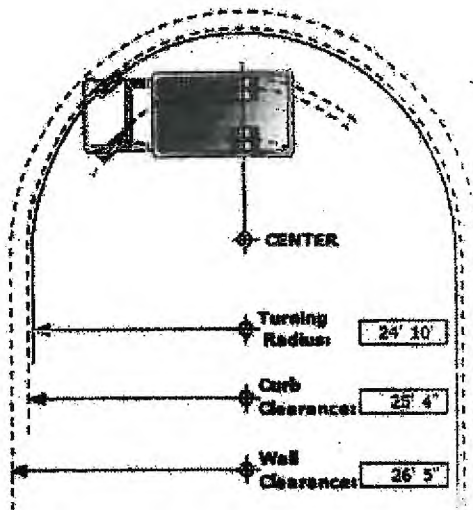
| | |
|-----------------------------------|--|
| Selected Rear Axle Gear Ratio(s): | 5.86 |
| Engine Fan Type: | VISCOUS |
| Parked PTO: | NO |
| Enroute PTO: | NO |
| ID Wheel Slip Conditions: | Yes |
| Road Governor/Cruise Ctrl: | No |
| Road Surface Type: | TYPICAL |
| Fuel Economy Route: | Normal Route - City, Suburban, and Highway |
| Vehicle Vocation: | GENERAL ON-HIGHWAY |
| Acceleration Grade (%): | 0.0 |
| Frontal Area (FT ²): | 96 |
| Speed Limit on Route (MPH): | 61.0 |
| Relative Drag Coefficient: | 85 |
| Alternator (A): | 40 |
| Steering Gear (HP): | 2.60 |
| Air Conditioner (HP): | 3.20 |
| Vehicle Width (IN): | 96 |
| Vehicle Height (IN): | 144 |
| Weight on Drive Axle (LBF): | 21000 |
| Acceleration Vehicle Spd (MPH): | 55.0 |
| Air Compressor (HP): | 2.20 |
| TIRE, FRONT | 2 - RADIAL NORMAL |
| TIRE, REAR | 4 - RADIAL NORMAL |

Components

| | |
|-------------|--|
| 0002ASC | AXLE, FRONT NON-DRIVING (Meritor MF6-12-122A) I-Beam Type, 12,000-lb Capacity |
| 0004SPA | AIR COMPRESSOR (Cummins) 18.7 CFM Capacity |
| 0005PSA | STEERING GEAR (Sheppard M100) Power |
| 0005QXD | ALTERNATOR (Lease-Neville AV160P2013) Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense |
| 0012EJH | ENGINE, DIESEL (Cummins B6.7 220) EPA 2017, 220 HP @ 2400 RPM, 600 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 220 Peak HP (Max) |
| 0012TSY | FAN DRIVE (Borg-Warner SA85) Viscous Type, Screw On |
| 0013AVG | TRANSMISSION, AUTOMATIC (Allison 3500_RDS_P1) 5th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includs Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max. |
| 0014ANV | AXLE, REAR, SINGLE (Meritor MS-21-14X-4DFR) Single Reduction, 21,000-lb Capacity, R Wheel Ends |
| 0018030 | CAB Conventional |
| 0018WCT | AIR CONDITIONER (Blend-Air) With Integral Heater & Defroster |
| 07372135415 | TIRE, REAR 11R22.5 Load Range G HSR2 (CONTINENTAL), 496 rev/mile, 75 MPH, All-Position 11R22.5 Load Range G HSR2 (CONTINENTAL), 496 rev/mile, 75 MPH, All-Position |
| 07352135415 | TIRE, FRONT 11R22.5 Load Range H HSR2 (CONTINENTAL), 496 rev/mile, 75 MPH, All-Position 11R22.5 Load Range H HSR2 (CONTINENTAL), 496 rev/mile, 75 MPH, All-Position |

TCAPE HAS BEEN DESIGNED TO GIVE ECONOMY AND PERFORMANCE PREDICTIONS WHICH HAVE BEEN SHOWN TO BE TYPICAL FOR MOST OPERATIONS. HOWEVER, DUE TO OPERATING CONDITIONS, DRIVER INFLUENCES, AND OTHER FACTORS, YOUR RESULTS MAY VARY FROM THOSE PREDICTED. ALSO, BECAUSE OF FUEL MAPPING PROCEDURES USED BY VARIOUS ENGINE MANUFACTURERS, COMPARISONS OF FUEL ECONOMY RESULTS FOR DIFFERENT BRANDS OF ENGINES MAY VARY FROM THOSE SHOWN.

NAVISTAR, INC. SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT ARE INCURRED BY DEALER OR BY DEALER'S CUSTOMERS AS A RESULT OF RELIANCE ON TCAPE, WHETHER THE CLAIM IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.



Series: 4000
Model: MA025
Description: 4300 SBA 4X2
Model Year: 2018

Calculation Factors

Wheelbase: 175
Front Axle: 0002ASC
Description: AXLE, FRONT NON-DRIVING, (Meritor MFS-12-122A) I-Beam Type, 12 000-lb Capacity
Front Wheel: 0027DTH
Description: WHEELS, FRONT, (Maxion 10049) DISC; 22.5x8.25 Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .490" Thick Increased Capacity Disc and Steel Hubs
Front Tire: 07382139415
Description: TIRES, 11R22.5 Load Range H HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
Steering Gear: 0005PSA
Description: STEERING GEAR, (Sheppard M100) Power

Turning Radius Statistics**General Information**

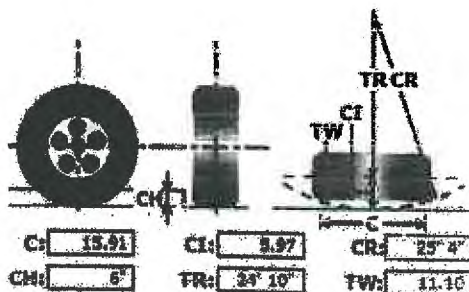
Inside Turn Angle: 50 Degrees
Radial Overhang: 19

Axle Information

KingPin Inclination: 6.25 Degrees
KingPin Center: 69

Turning Radius - Curb View

C - Curb Contact Length: 15.91
CI - Curb Clearance Increment: 5.97
CR - Curb Clearance Radius: 25' 4"
CH - Curb Height: 6"
TR - Turning Radius: 24' 10"
TW - Tire Width: 11.10



* All Measurements are in inches, unless otherwise specified.

INTERNATIONAL*

Turning Radius Summary
2015 4300 SBA 4X2 (MA025)

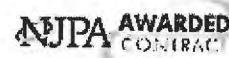
February 27, 2017

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.

Home > Cooperative Purchasing > Contracts - Fleet > Vehicles and Chassis > National Auto Fleet Group



National Auto Fleet Group



Contract#: 081716-NAF

Category: Vehicles and Chassis

Description: Chassis

Maturity Date: 11/15/2020

As an industry leading dealer network with 50 years of experience selling and servicing public entities, the National Auto Fleet Group (NAFG) offers NJPA members contracted vehicle solutions from over 2200 different models of Class 6, 7 and 8 Chassis with related equipment. The NAFG contract offers a variety of manufacturers including Chevrolet, Ford, Crane Carrier, Freightliner, Peterbilt, Volvo, Kenworth and Mack all delivered directly to NJPA member locations. Purchasers have access to a unique online ordering and quoting system that allows users to create custom vehicles 24 hours a day with pricing that competes with state contracts across the country.

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE

Our step-by-step guide



Vendor Contact Info

Jesse Cooper

Direct Phone: 951-440-0585

jcooper@nationalautofleetgroup.com

www.nationalautofleetgroup.com

RESOLUTION NO. 2017 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY
MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE
PURCHASING AND AUTHORIZING THE CITY TO UTILIZE NATIONAL JOINT
POWERS ALLIANCE CONTRACT NO. 081716-NAF TO AWARD THE PURCHASE
OF ONE 2017 INTERNATIONAL 4300 SBA 4X2 (MA025) 33,000 GVWR TRUCK
WITH 5-7 YARD DUMP BODY TO NATIONAL AUTO FLEET GROUP IN
AN AMOUNT NOT TO EXCEED \$105,993.30, AND AUTHORIZING AN
APPROPRIATION IN THE AMOUNT OF \$5,993.30 TO THE EQUIPMENT
REPLACEMENT RESERVE FROM THE SEWER SERVICE FUND
FUND BALANCE TO APPLY TOWARDS THE PURCHASE

WHEREAS, the 2001 International dump truck used by the City Public Works Wastewater Division is not in compliance with the latest 2017 diesel regulations and has exceeded its useful life; and

WHEREAS, the Public Works Department desires to purchase a 2017 International 4300 SBA 4x2 (MA025) 33,000 GVWR Truck with 5-7 Yard Dump Body from National Auto Fleet Group; and

WHEREAS, Section 2.60.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined to be in substantial compliance with the City's procurement procedures, and such a determination has been made in this case. It is therefore recommended that the purchase be made without complying with the competitive bidding procedure set forth in the Municipal Code; and

WHEREAS, there is an opportunity to piggyback National Joint Powers Alliance Contract No. 081716-NAF with National Auto Fleet Group to allow for the purchase of one 2017 International 4300 SBA 4x2 (MA025) 33,000 GVWR Truck with 5-7 Yard Dump Body for an amount not to exceed \$105,993.30; and

WHEREAS, staff has confirmed that National Joint Powers Alliance Contract No. 081716-NAF with National Auto Fleet Group was competitively bid through a Request for Proposals (RFP) process, and that the State of California Department of General Services procurement procedures are in substantial compliance with those of National City; and

WHEREAS, the City Council previously authorized an appropriation of \$100,000.00, however, the cost of the dump truck is \$105,993.30, resulting in the need for additional appropriation from the Sewer Service Fund fund balance to the Equipment Replacement Reserve in the amount of \$5,993.30.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby affirms the determination that the National Joint Powers Alliance's procurement procedures are in substantial compliance with the City's, and pursuant to Section 2.60.260 of the Municipal Code, authorizes the waiver of the bidding process for the purchase of one 2017 International 4300 SBA 4x2 (MA025) 33,000 GVWR Truck with 5-7 Yard Dump Body for the not to exceed amount of \$105,993.30 from National Auto Fleet Group.

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby authorizes an appropriation of \$5,993.30 to the Equipment Replacement Reserve from the Sewer Service Fund fund balance to apply towards said purchase.

PASSED and ADOPTED this 18th day of April, 2017.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

George H. Eiser, III
Interim City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the State of Califor

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 18, 2017

AGENDA ITEM NO.


ITEM TITLE:

Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the State of California General Services Administration Contract #GS-21F-0206W to award the purchase of one Genie TZ-50 Electric Boom Lift to H&E Equipment Services in an amount not to exceed \$54,034.38; and 2) appropriate \$8,034.38 in the Equipment Replacement Reserve from the General Fund fund balance to apply towards the purchase.

PREPARED BY: Ray Roberson, Management Analyst II

DEPARTMENT: Engineering/Public Works

PHONE: (619) 336-4583

APPROVED BY: 

EXPLANATION:

See attached explanation.

FINANCIAL STATEMENT:

ACCOUNT NO.

644-416-221-511-0000 (Equipment Replacement Reserve)
\$46,000 previously appropriated through FY2017 mid-year budget
\$8,034.38 to be appropriated from the General Fund fund balance

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt Resolution awarding the purchase of one Genie TZ-50 Electric Boom Lift to H&E Equipment Services in an amount not to exceed \$54,034.38.

BOARD / COMMISSION RECOMMENDATION:

N/A.

ATTACHMENTS:

1. Explanation
2. Proposal
3. State of California General Services Administration Contract #GS-21F-0206W
4. Resolution

Explanation:

City Public Works staff currently have to rent a boom lift when the need arises to complete tasks including overhead sign repair and replacement, lighting fixture repair and replacement, and tree trimming (when the large aerial truck needs repairs). Previously, staff used a van with a smaller custom mounted lift. This vehicle exceeded its useful life and became costly to repair and maintain. The new boom lift is part of a portable trailer unit that extends up to 50 feet in height, providing a lot of flexibility for all of the Public Works Divisions. This unit will also allow Public Works Equipment Maintenance mechanics to safely access the top of fire engines and other heavy equipment to perform repairs.

Therefore, staff desires to purchase a new Genie TZ-50 Electric Boom Lift. Consistent with Section 2.60.260 of the National City Municipal Code (NCMC) regarding cooperative purchasing, there is an opportunity to piggyback the State of California General Services Administration Contract #GS-21F-0206W with H&E Equipment Services to purchase one Genie TZ-50 Electric Boom Lift.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's Purchasing staff has confirmed that the State of California General Services Administration Contract #GS-21F-0206W with H&E Equipment Services was competitively bid through a Request for Proposals (RFP) process, and that the State of California Department of General Services procurement procedures are in substantial compliance with those of National City.

Therefore, staff requests that City Council authorize the City (Buyer) to piggyback the State of California General Services Administration Contract #GS-21F-0206W to award the purchase of one Genie TZ-50 Electric Boom Lift to H&E Equipment Services in an amount not to exceed \$54,034.38, consistent with Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing.

The funding to purchase this vehicle was approved by City Council through adoption of the FY 2017 mid-year budget. The Equipment Replacement Reserve will be replenished by the General Fund. While the City Council previously authorized an appropriation of \$46,000.00 from the General Fund, the cost of the boom lift is \$54,034.38, resulting in the need for additional appropriation from the General Fund fund balance in the amount of \$8,034.38.

14470 Olde Hwy 80
El Cajon CA, 92021

Date: 04/05/2017
Quote Number: S-ER176
Expiration Date: 05/05/2017

Customer

City of National City
1243 National City Blvd
National City CA, 91950

Cust. Contact:**Sales Representative:** Edna Rodriguez**Cell:** (619) 322-3190

| Model | Description | Price |
|----------------------|---|--------------------|
| 2017 GENIE - TZ50/30 | 50 FT TRAILER MOUNTED BOOMLIFT Drive and Set Feature | \$47,250.00 |
| Total: | | \$47,250.00 |

Notes

Lead Time: 9 weeks
Freight: \$2650
Sales Tax 8.75%: \$4134.38

This quotation reflects present prices, but is subject to adjustment based on manufacturer's price increases and availability. Whether or not specifically set forth, this quotation is subject to any applicable federal, state, and local taxes and freight charges. This quotation is subject to any and all manufacturer's warranties respectively applicable to new equipment and is subject to the limitations and conditions of those warranties. No other warranties are implied or offered by H&E Equipment Services, Inc. unless specifically outlined on the face of this quotation. This quotation is subject to change without notice. This quotation is an invitation to offer and not binding until acceptance by H&E Equipment Services, Inc.'s Branch Manager. Unless otherwise stated, quotation expires on the Expiration Date listed on this quote and may be modified or withdrawn by H&E prior to acceptance.

For sale of rental fleet, Buyer is hereby notified that H&E has assigned its rights (but not its obligations) in this agreement to sell the equipment described herein to H&E Equipment Exchange LLC, a qualified intermediary, as part of a Section 1031 exchange.

Any quoted interest rates and payment are subject to availability and credit approval. Payment Amounts do not include applicable taxes or fees.

H&E Branch Manager Acceptance:**Customer Acceptance of this proposal:**

Signed: _____
Date: _____

Signed: _____
Date: _____
Purchase Order: _____



ALL MACHINES HAVE HYDRAULIC OUTRIGGERS

2016 Genie TZ - 34/20 -
Prices Starting at \$25,950

34' Platform Height / 40' Work Height
DC Electric Motor (Battery), Auto Self-Leveling Hydraulic
Outriggers/Stabilizers - Prices starting at \$25,950
Upgrade Option for Genie TZ34/20 - 90 Degree Manual
Platform Rotation -

2016 Genie TZ - 50 (DC) -
Prices Starting at \$40,950

50' Platform Height / 56' Work Height
DC Electric Motor (Battery), Auto Self-Leveling Hydraulic
Outriggers/Stabilizers - Prices Starting at \$40,500

2016 Genie TZ - 50 (Bi-Energy)
Prices Starting at \$43,950

Honda Gas Engine and DC Electric Motor (Battery),
Auto Self-Leveling Hydraulic Outriggers/Stabilizers - Prices
Starting at \$43,950

Upgrade Option for Genie TZ50
Drive & Set (2WD Assist)
90 Degree Manual Platform Rotation



Genie® trailer-mounted Z-booms feature an outstanding operating envelope, making them ideal to reach jobs high and low. With easy-to-tow mobility and simple pictograph controls, it's no wonder that Genie trailer-mounted Z-booms take productivity to new heights.

- Operating envelope of a Z-boom — reaches up, over and out
- Easily towed behind a pickup or SUV
- Lightweight enough to use on lawns, slate or gymnasium floors
- Exclusive Genie Automatic Leveling System™ for self-leveling on slopes up to 11°
- Simple pictograph controls allow operators to get to work quickly
- Drive and Set™ option positions unit quickly and efficiently

Trailer-Mounted Z-Booms

TZ™-50

Specifications

| MODEL | TZ-50 | |
|--------------------------------|-------------|---------|
| Measurements | US | Metric |
| Working height* | 55 ft 6 in | 16.92 m |
| Platform height | 49 ft 6 in | 15.09 m |
| Entry height | 1 ft 8 in | .51 m |
| Horizontal reach | 29 ft 2 in | 8.89 m |
| Clear outreach | 23 ft 1 in | 7.04 m |
| Up and over clearance | 22 ft | 6.71 m |
| ▲ Platform length | 2 ft 2 8 in | .68 m |
| ▲ Platform width | 3 ft 8 in | 1.12 m |
| ▲ Height - stowed | 6 ft 10 in | 2.08 m |
| ▲ Length - stowed | 23 ft 8 in | 7.16 m |
| ▲ Width - stowed | 5 ft 6 in | 1.68 m |
| ▲ Ground clearance - center | 10 in | .25 m |
| ▲ Length - outrigger footprint | 14 ft 4 in | 4.37 m |
| ▲ Width - outrigger footprint | 14 ft 4 in | 4.37 m |

Productivity

| | | |
|---|-----------------------|-----------|
| Lift capacity (ANSI, CSA) - standard | 500 lbs | 227 kg |
| Lift capacity (ANSI, CSA) - rotating platform | 500 lbs | 227 kg |
| Lift capacity (CE/AUS) - standard | 440 lbs | 200 kg |
| Lift capacity (CE/AUS) - rotating platform | 440 lbs | 200 kg |
| Jib boom | 4 ft 1 in | 1.25 m |
| Jib working range | 135° | |
| Self leveling platform | 2.5° standard | |
| Platform rotation option | 160° hydraulic | |
| AC power to platform | standard | |
| Turntable rotation | 359° non-continuous | |
| Outrigger leveling capability | 11° | |
| Drive speed | 0.95 mph | 1.37 km/h |
| Gradeability** | 20% | |
| Towing speed rate | 60 mph | 97 km/h |
| Tongue weight - ANSI, CSA | 400 lbs | 181 kg |
| Tongue weight - CE | 220 lbs | 100 kg |
| Surge and parking brakes | standard | |
| Controls | variable speed system | |
| Tires - ANSI, CSA | ST 225/75 R15 | |
| Tires - CE | 215 R14C | |
| Coupler | combination hitch | |

Power

| | | |
|-----------------------------|-------------------------------------|-------|
| Power source - standard | 24V DC (four 6V 225 Ah batteries) | |
| Power source - drive option | 24V DC (four 6V 244 Ah batteries) | |
| Power source - option | Hybrid DC/Gas Honda 5.5 hp (4.1 kW) | |
| Fuel tank capacity | .95 gal | 3.6 L |
| Hydraulic tank capacity | 4.75 gal | 18 L |
| Hydraulic system capacity | 8.0 gal | 30 L |

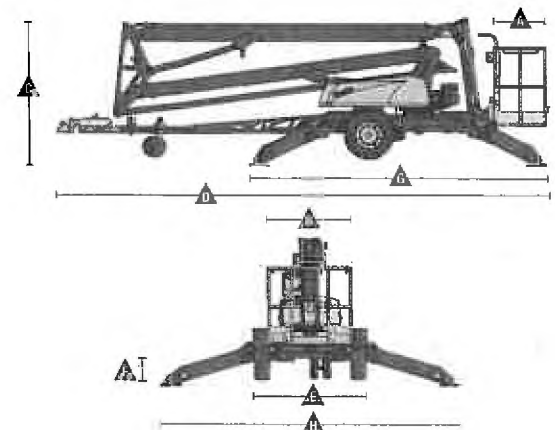
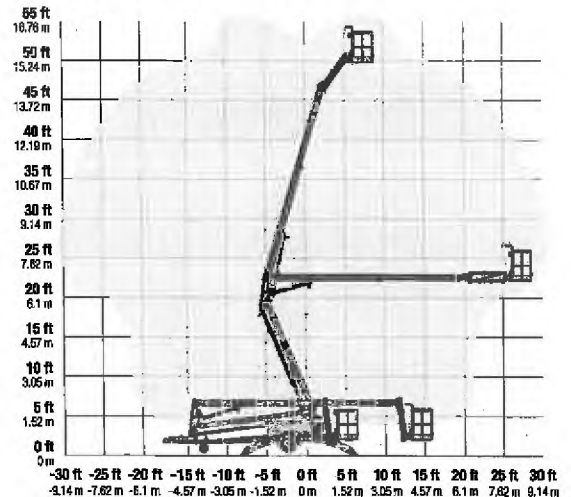
Weight***

| | | |
|----------------------|-----------|----------|
| ANSI, CSA, Australia | 4,400 lbs | 1,996 kg |
| CE | 4,475 lbs | 2,030 kg |

Standards Compliance ANSI A92.2, CSA C225, EN 280, AS 1418.10

www.genielift.com

Range Of Motion TZ-50



* The metric equivalent of working height adds 2 m to platform height. U.S. adds 6 ft to platform height.

** Gradeability applies to driving on slopes. See operator's manual for details regarding slope ratings.

*** Weight will vary depending on options and/or country standards.

Trailer-Mounted Z-Booms

TZ™-50

Features

| Standard Features | Configurations | Options & Accessories |
|--|--|--|
| Measurements <ul style="list-style-type: none"> • 55 ft 6 in (17.09 m) working height • 29 ft 2 in (8.89 m) horizontal reach • Up to 500 lbs (227 kg) lift capacity Productivity <ul style="list-style-type: none"> • Industry leading working envelope • Extension boom • Self-leveling platform • 4 ft jib with 135° working range • AC wiring to platform • Hydraulic outriggers • Automatic 11° leveling system • Outrigger interlocks • Mechanical parking brake • Hydraulic surge brakes • Adjustable hitch with coupler lever lock • Dual jockey wheels • 359° non-continuous turntable rotation • Easy to access batteries • Hour meter • Tilt alarm / sensor • Illuminated outrigger indicators • Highway safety chains with snap hook • LED brake lights (ANSI, CSA) Power <ul style="list-style-type: none"> • 24V DC power source (four 6V 225 Ah batteries) | Platform Options <ul style="list-style-type: none"> • Aluminum 26.8 x 44 in (.68 x 1.12 m) • 160° hydraulic platform rotation Power Options <ul style="list-style-type: none"> • 24V DC power source • Hybrid Honda 5.5 Hp (4.1 Kw) 45 amp charging system Drive <ul style="list-style-type: none"> • Drive and set option (ANSI, CSA, AUS) • Drive only (CE) Coupler Options Adjustable hitch <ul style="list-style-type: none"> - 2 in (5.08 cm) ball coupler - 2 5/8 in (5.87 cm) ball coupler - 2 1/2 in (6.53 cm) I.D. pintle ring coupler - Clevis coupler Tire Options <ul style="list-style-type: none"> • ST 225/75 R15 tires (ANSI, CSA) • 215 R14C tires (CE) | Productivity <ul style="list-style-type: none"> • 160° hydraulic platform rotation • Drive and set option • Wheel chocks • Fluorescent tube caddy • Full size spare tire • Flashing beacon • Non-marking outrigger footpads • Battery charge indicator (BCI) • Tool tray • Horn • High capacity battery • Ladder option (CE and AUS only) Power <ul style="list-style-type: none"> • Hybrid Honda 5.5 Hp (4.1 Kw) 45 amp charging system option |



Genie United States

6464 185th Ave. NE
Redmond, WA 98052
Telephone +1 (425) 881-1800
Toll Free in USA/Canada +1 (800)-536-1800
Fax +1 (425) 883-3475

Distributed By:



Effective Date: January, 2016. Product specifications and prices are subject to change without notice or obligation. The photographs and/or drawings in this document are for illustrative purposes only. Refer to the appropriate Operator's Manual for instructions on the proper use of this equipment. Failure to follow the appropriate Operator's Manual when using our equipment or to otherwise act irresponsibly may result in serious injury or death. The only warranty applicable to our equipment is the standard written warranty applicable to the particular product and sale and we make no other warranty, express or implied. Products and services listed may be trademarks, service marks or trade names of Terex Corporation and/or their subsidiaries in the USA and many other countries. Terex, Genie and AWP are registered trademarks of Terex Corporation or its subsidiaries. © 2016 Terex Corporation.

GSA Contract # GS-21F-0206W

FSC Group 51V Hardware Superstore

SIN'S:

105-001 WALK IN/WALK OUT

105-002 CATALOG

515-002 RENTAL

CCR Registered: DUNS# 008200016

CCR Registered: CAGE CODE 1DZT8

Contact: Terry Stuckey

Phone: 281-821-4600

Fax: 281-821-4664

Email: tstuckey@he-equipment.com

Website: www.he-equipment.com

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Aerial Equipment (AWP, Manlift)

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Compressors

Cranes
Excavators

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Manitex
Manitowoc
Marine Travelift
Moxy
Multiquip
National Crane
New Holland
Nor/Am
Okada
Power Climber
Sandvik
Sky Jack

Sky Track
Stanley
Sullair
Tadano
Takeuchi
Talbert
Taylor
Taylor-Dunn
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And More!

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- Local support also available
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- All machines maintained by factory trained technicians
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- Online access to your account
- Operator safety training

H&E ADVANTAGE SALES

- Authorized factory dealer
- Factory-trained technicians
- Warranty integrity protected
- OEM parts and service
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- State-of-the-Art service facilities
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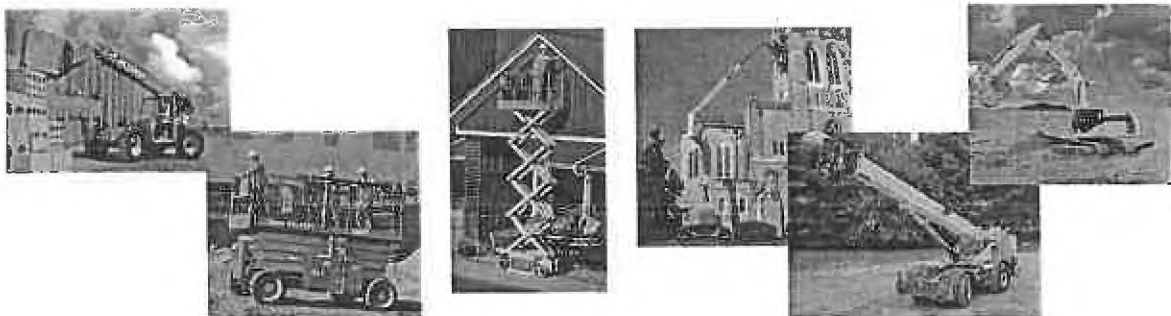
H&E Advantage Service Guarantee

We stand behind our service with a Response Guarantee. If you notify us that your machine is down, and we don't arrive when promised, then your first hour of labor is FREE. If a problem should surface after your repair, we will make it right with our exclusive 90-Day Workmanship and 180-Day Parts Guarantee. On certain machines, we also offer FREE Loaner Service while your unit is in our shop for major repairs.*

H&E ADVANTAGE PARTS

H&E Equipment Services is your convenient source for equipment parts! We have parts for nearly every make or model of machinery: forklifts, cranes, boom trucks, earthmoving equipment, aerial equipment, various construction equipment, and more. With thousands of parts on our shelves, available today, and direct links to nationwide parts networks and manufacturers, chances are we can supply the part you need without delay. In the rare case the part you need is not on the shelf, we can get it for you quickly.

- Large In-Stock Parts Inventories - \$15 million corp.-wide
- All Makes of Lift Trucks, Cranes, Earthmoving, Paving, Compaction, Material Handling, Construction, Aerial Equipment, Boom Trucks, and more!
- Nationwide Computer Access to OEM Parts Depots
- Will Call
- Local Delivery
- Shipping Services
- Accuracy Assurance





AERIAL WORK PLATFORMS (AWP)

- Electric Scissor Lifts
- Diesel Scissor Lifts
- LP Scissor Lifts
- Electric Boom Lifts
- Diesel Boom Lifts
- Articulating Boom Lifts
- Rough Terrain Models Available in Scissor and Boom



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- Backhoe Loaders
- Bulldozers
- Compact Excavators
- Track Excavators
- Ditchers & Trenchers
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- 4,000 Watt Light Towers
- Glare Free Lighting
- 5KVA - 2,000 KILOWATTS



MATERIAL HANDLING

- Cranes 8 - 1,000 Ton Capacity
- All Terrain Telescoping Boom Forklifts

For your convenience you can place your order with Terry Stuckey at 281-821-4600, tstuckey@he-equipment.com. For order accuracy please include manufacturer, model number, part number, if available, and, any preferred attachments or options.

HARDWARE SUPERSTORE SCHEDULE 51V

FSC Group: 51V

Contract Period: 8-15-2010 through 8-14-2015

Contractor: H&E Equipment Services, Inc.
11100 Mead Rd. Ste. 200
Baton Rouge, LA 7083
Fax: 281-821-4664
Toll Free: 888-200-0943
Direct: 225-298-5200

ORDERING INFORMATION

SIN's: 105 001 Walk-in/Walk-out
105 002 Catalog
515 002 Short Term Rental

Maximum Order: 105 001 - \$750,000.00
105 002 - \$750,000.00
515 002 - \$100,000.00

Minimum Order: Any SIN \$100.00

Delivery: FOB Origin CONUS

Point of Production: United States

Purchase Card: Government Purchase Card, Visa, and Mastercard

Delivery: 105 001, 105 002 - 24 Hours - 7 Days ARO
515 002 - 1-30 Days ARO Freight & Fuel Charges Apply

Emergency Delivery: All SIN's - 1 Day

Ordering Address: 18144 Imperial Valley Dr.
Houston, TX 77060

Order/Emergency
Contact Information: Terry Stuckey
Office: 281-821-4600
Mobile: 713-202-2728
Fax: 281-821-4664

PAYMENT INFORMATION

Payment Address: H&E Equipment Services
P.O. Box 849850
Dallas, TX 75284

Warranty: Standard Manufacturer's Warranty (Additional Information Available Upon Request)

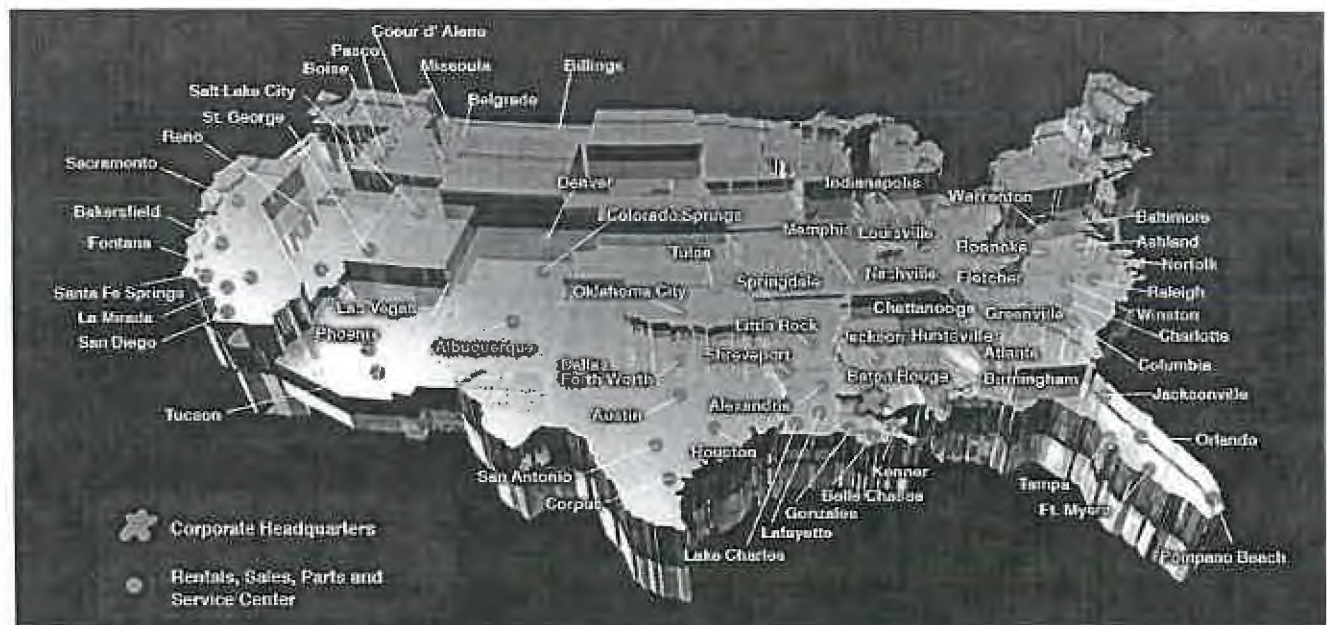
DUNS Number: 00800016

Cage Code: 1DZT8

Federal ID/TAX ID: 810553291

For a complete listing of the H&E GSA Catalog please visit our website at www.he-equipment.com/gsa.
To find a location near you, click the locations tab to view complete location and contact information.

H&E EQUIPMENT SERVICES LOCATIONS



RESOLUTION NO. 2017 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY
MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE
PURCHASING AND AUTHORIZING THE CITY TO UTILIZE STATE OF
CALIFORNIA GENERAL SERVICES ADMINISTRATION CONTRACT
NO. GS-21F-0206W TO AWARD THE PURCHASE OF ONE GENIE
TZ-50 ELECTRIC BOOM LIFT TO H&E EQUIPMENT SERVICES FOR
AN AMOUNT NOT TO EXCEED \$54,034.38, AND AUTHORIZING AN
APPROPRIATION IN THE AMOUNT OF \$8,034.38 TO THE EQUIPMENT
REPLACEMENT RESERVE FROM THE GENERAL FUND
FUND BALANCE TO APPLY TOWARDS THE PURCHASE

WHEREAS, when the City's large aerial truck is out of service for repairs, Public Works staff have to rent a boom lift when the need arises to complete tasks, such as overhead sign repair and replacement, lighting fixture repair and replacement, and tree trimming; and

WHEREAS, previously, staff used a van with a smaller custom mounted lift, but that vehicle exceeded its useful life and became costly to repair and maintain; and

WHEREAS, the Public Works Department desires to purchase a Genie TZ-50 Electric Boom Lift that is part of a portable trailer unit that extends up to 50 feet in height, providing a lot of flexibility for all of the Public Works Divisions, and allowing Public Works Equipment Maintenance mechanics to safely access the top of fire engines and other heavy equipment to perform repairs; and

WHEREAS, Section 2.60.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined to be in substantial compliance with the City's procurement procedures, and such a determination has been made in this case. It is therefore recommended that the purchase be made without complying with the competitive bidding procedure set forth in the Municipal Code; and

WHEREAS, there is an opportunity to piggyback State of California General Services Administration Contract No. GS-21F-0206W with H&E Equipment Services to purchase one Genie TZ-50 Electric Boom Lift for an amount not to exceed \$54,034.38; and

WHEREAS, staff has confirmed that State of California General Services Administration Contract No. GS-21F-0206W with H&E Equipment Services was acquired through a competitive Request for Proposals (RFP) process, and that the State of California Department of General Services procurement procedures are in substantial compliance with those of National City; and

WHEREAS, the City Council previously authorized an appropriation of \$46,000.00 from the General Fund for the purchase, however, the cost of the boom lift is \$54,034.38, resulting in the need for additional appropriation from the General Fund fund balance in the amount of \$8,034.38.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby affirms the determination that the State of California General Services Administration's procurement procedures are in substantial compliance with the City's, and

Resolution No. 2017 –
Page Two

pursuant to Section 2.60.260 of the Municipal Code, authorizes the waiver of the bidding process for the purchase one Genie TZ-50 Electric Boom Lift for an amount not to exceed \$54,034.38 from H&E Equipment Services.

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby authorizes an appropriation of \$8,034.38 to the Equipment Replacement Reserve from the General Fund fund balance to apply towards said purchase.

PASSED and ADOPTED this 18th day of April, 2017.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

George H. Eiser, III
Interim City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the National Joint P

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 18, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the National Joint Powers Alliance Contract 052015-MTQ to award the purchase of one MQ600H Trash Pump to Multiquip Inc., in an amount not to exceed \$30,966.19; and 2) appropriate \$966.19 in the Equipment Replacement Reserve from the Sewer Service Fund fund balance to apply towards the purchase.

PREPARED BY: Ray Roberson, Management Analyst II

DEPARTMENT: Engineering/Public Works

PHONE: (619) 336-4583

APPROVED BY: 

EXPLANATION:

See attached explanation.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

644-416-222-511-0000 (Equipment Replacement Reserve) |
\$30,000 previously appropriated through FY2017 mid-year budget
\$966.19 to be appropriated from the Sewer Service Fund fund balance

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt Resolution awarding the purchase of one MQ600H Trash Pump to Multiquip Inc., in an amount not to exceed \$30,966.19.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Proposals/Quotes
3. National Joint Powers Alliance Contract 052015-MTQ
4. Resolution

Explanation:

City Public Works Wastewater Division is no longer able to use its trash pump, since the equipment is not in compliance with the latest 2017 air quality requirements. The trash pump is a specialized trailer-mounted piece of equipment that allows crews to extract water from sewer systems and storm drains to mitigate the impacts from overflows and flooding.

Therefore, staff desires to purchase a new MQ600H Trash Pump. Consistent with Section 2.60.260 of the National City Municipal Code (NCMC) regarding cooperative purchasing, there is an opportunity to piggyback on the National Joint Powers Alliance Contract 052015-MTQ with Multiquip Inc., to allow for the purchase of one MQ600H Trash Pump.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's Purchasing staff has confirmed that the National Joint Powers Alliance Contract 052015-MTQ with Multiquip Inc. was competitively bid through a Request for Proposals (RFP) process, and that the State of California Department of General Services procurement procedures are in substantial compliance with those of National City.

Therefore, staff requests that City Council authorize the City (Buyer) to piggyback the National Joint Powers Alliance Contract 052015-MTQ to award the purchase of one MQ600H Trash Pump to Multiquip Inc., in an amount not to exceed \$30,966.19, consistent with Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing.

The funding to purchase this vehicle was approved by City Council through adoption of the FY 2017 mid-year budget. The Equipment Replacement Reserve will be replenished by the Sewer Service Fund. While the City Council previously authorized an appropriation of \$30,000.00 from the Sewer Service Fund, the cost of the trash pump is \$30,966.19, resulting in the need for additional appropriation from the Sewer Service Fund fund balance in the amount of \$966.19.



MULTIQUIP INC.
18910 WILMINGTON AVENUE , CARSON, CA 90746
POST OFFICE BOX 6254 , CARSON, CA 90748
(310) 537-3700 , 800/421-1244 , FAX: (310) 537-3927

Quotation

Page 1 of 1

| | |
|---------------------------------|------------|
| Sold-to | (419661) |
| National Joint Powers Alliance | |
| Multiquip Contract # 052015-MTQ | |
| PO Box 219 | |
| Staples MN 56479 | |

| | |
|-------------------------------------|-----|
| Ship-to | () |
| City of National City | |
| Engineering/Public Works Department | |
| 1243 National City Boulevard | |
| National City CA 91950 | |

| | |
|--|-----------------|
| Document Information | |
| Quotation # 20548032 QT | Date 11/30/2016 |
| P.O. # WebQuote | Date |
| Estimated Ship 04/26/2017 | |
| Requested Ship 11/30/2016 | |
| Carrier No 406369 MULTIQUIP LTL C/O EC | |
| Entered by MQAPPS | |
| Ordered by Jparker | |
| Order Reason P22 ORDR-NJPA | |
| Currency USD | |
| Delivery PPS Prepay/Chrg SPL Frt (Units) | |
| Payment Terms Net 30 | |
| Within 30 days without deduction | |
| ===== | |
| Availability is subject to stock on hand at the time purchase order is received. | |
| Quote is valid for 30 days from issue date. | |

| Item | Material | Plant | B/O | Order Qty | Gross Price EA | Net Price EA | Total Value |
|------|--|-------|-----|-----------|----------------|--------------|-------------|
| 0010 | MQ600HTP Pump, Trash, 6", HATZ, 1600 GPM , TLRP | A101 | 1 | 1.000 | 39,995.00 | 27,996.50 | 27,996.50 |
| | Items total | | | | | | 27,996.50 |
| | Freight (Units) | | | | | | 450.00 |
| | Taxable amount | | | | | | 27,996.48 |
| | State/GST Tax | | | | | | 1,749.78 |
| | Local/PST Tax | | | | | | 349.96 |
| | Local Tax | | | | | | 419.95 |
| | Total amount | | | | | | 30,966.19 |
| | ~ Freight cost added to National City. | | | | | | |

The **MQ600H Series** 6" wet priming de-watering trash pump provides the proven performance you have come to expect from Multiquip. The pump is now outfitted with a compact, powerful, and efficient HATZ 4H50 4-cylinder, turbo charged, water cooled diesel Tier IV (Final) engine. At 2,000 RPM - the pump is designed to provide 1,600 GPM Flow and 150' of Head.

ISO 9001:2008 Certified - 518524

The MQ600H Series



Model MQ600HTB shown

PERFORMANCE

- 6" Suction/Discharge
- 1,600 GPM / 150' HEAD
- 64.9 psi
- Passes up to 3" solids

PUMP CASING

Abrasion and pressure resistant grey cast iron Number 30 (30,000 psi tensile strength)

SUCTION/DISCHARGE PORT

Cast iron, female 6" NPT thread w/ multi-directional 90° orientation

VOLUTE

Easily removable cast iron with dual passage design to ensure fast priming, minimal clogging, and enhanced flow efficiency

IMPELLER

Multi-vane open type that is dynamically and statically balanced capable of passing 3" spherical solids. Made of cast (#45) ductile iron to ensure a high level of abrasion resistance

MECHANICAL SEAL

Self-aligning, made of tough silicon carbon for long service life. Oil-lubricated with stainless steel components, easy service port w/ sight gauge

PUMP MOUNTING

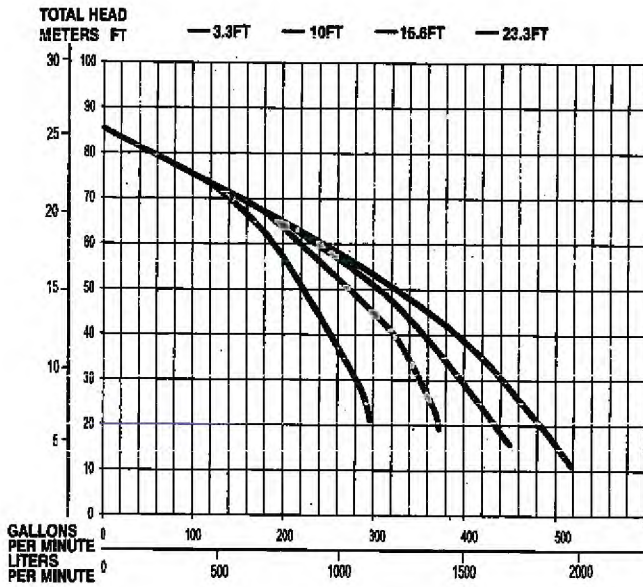
Models are available on rugged skid or DOT certified trailers with 40 gallon fuel tanks. A lifting ball is standard



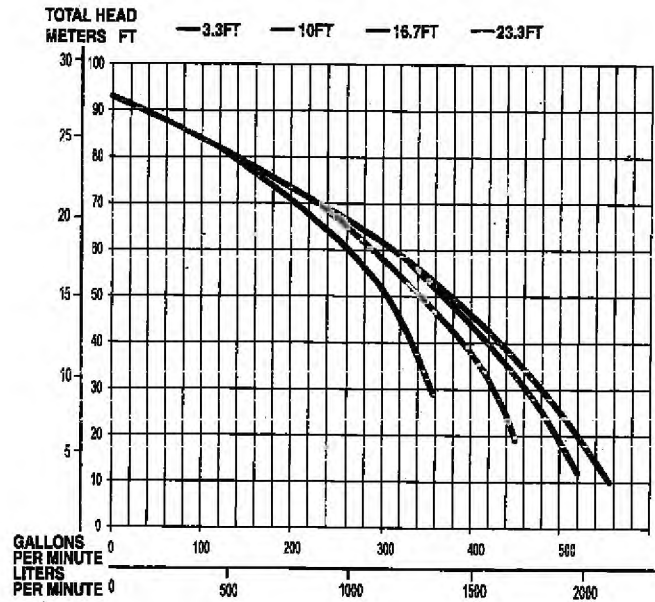
HATZ 4H50 engine supported by the LOFA™ 620 Control Box

- HATZ model 4H50TIC 4-cylinder, turbocharged, liquid cooled, 74 horsepower diesel engine.
- Tier IV FINAL engine utilizes a simple Diesel Oxidation Catalyst (DOC) to control engine emissions.
- Supported by a BOSCH™ common rail fuel injection system, high pressure fuel pump and triple fuel filtration system.
- Fuel consumption of 1.76 GPM at 2,000 RPM.
- Operating Sound 89 dBA at 23'.
- Engine maintenance interval of 500 Hours.
- HATZ Engine Warranty - 5-Year / 3,000 HRS (whichever occurs first).

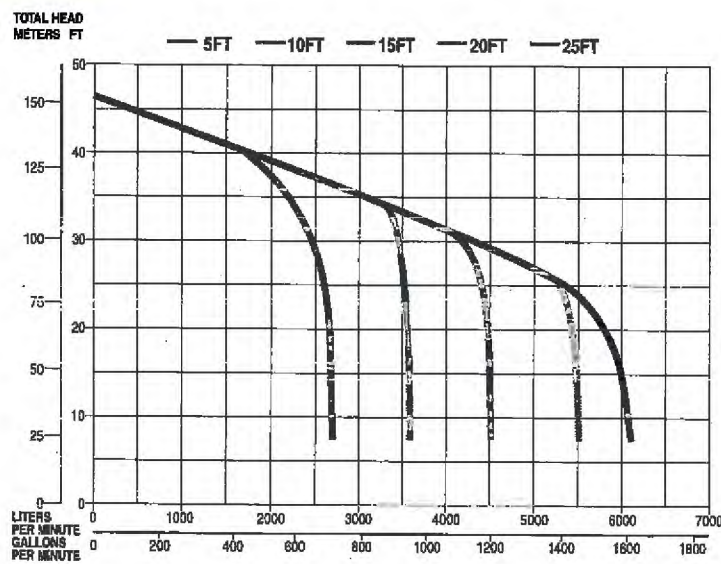
QP4TZ



QP4TH



MQ600H



PERFORMANCE CURVES - 4" - 6" MODELS

| Model | Suction X Discharge in. (mm) | MAX. Capacity GPM (lpm) | MAX. Lift ft. (m) | MAX. Head ft. (m) | MAX. Pressure psi (kPa) | MAX. Solids in. (mm) | Engine | HP (kW) | Operat. ing. RPM | Oil Alarm | Fuel Capacity | Fuel Rate gal/hr | Start method | Wheel Kit (option) | Dimensions inch/(mm) | Dry Wt (lbs.) (kg) |
|-------------------------------------|------------------------------|-------------------------|-------------------|-------------------|-------------------------|----------------------|--------------|-------------|------------------|-----------|---------------|------------------|---------------|---------------------|---------------------------------------|--------------------|
| GASOLINE POWERED TRASH PUMPS | | | | | | | | | | | | | | | | |
| QP2TH | 2X2 (51X51) | 211 (760) | 25 (7.6) | 98 (29) | 42.4 (283) | 1 (25) | HONDA GX160 | 4.8 (3.4) | 3,600 | std. | 0.83 (3.1) | .46 | Recoil | UWKB | 27 x 18.3 x 20.3 (690 x 470 x 520) | 98 (44) |
| QP3TH | 3 x 3 (76 x 76) | 396 (1,500) | 25 (7.6) | 95 (29) | 41.1 (283) | 1.5 (38) | HONDA GX240 | 7.9 (5.9) | 3,600 | std. | 1.4 (5.3) | .67 | Recoil | UWKB | 29 x 21.7 x 23 (730 x 550 x 590) | 163 (74) |
| QP3TI | 3 x 3 (76 x 76) | 396 (1,500) | 25 (7.6) | 95 (29) | 41.1 (283) | 1.5 (38) | HONDA GX240 | 7.9 (5.9) | 3,600 | std. | 1.4 (5.3) | .67 | Electric | Std. Kit | 40 x 27 x 30 (1016 x 686 x 762) | 200 (91) |
| QP4TH | 4 x 4 (101 x 101) | 555 (2,100) | 25 (7.6) | 90 (27) | 40 (276) | 2 (51) | HONDA GX340 | 10.7 (8.0) | 3,600 | std. | 1.6 (5.3) | .92 | Recoil | UWK4 | 29 x 25 x 28 (730 x 640 x 715) | 218 (98) |
| DIESEL POWERED TRASH PUMPS | | | | | | | | | | | | | | | | |
| QP2TZ | 2 x 2 (51 x 51) | 198 (750) | 25 (7.6) | 85 (26) | 41.1 (283) | 1 (25) | HATZ 1B20 | 4.8 (3.4) | 3,600 | n/a | 0.8 (3) | .33 | Recoil | UWKB | 26.5 x 18.3 x 23.2 (680 x 470 x 590) | 131 (60) |
| QP3TZ | 3 x 3 (76 x 76) | 383 (1,450) | 25 (7.6) | 85 (26) | 38.9 (268) | 1.5 (38) | HATZ 1B30 | 6.8 (5.1) | 3,600 | n/a | 1.3 (5) | .48 | Recoil | UWKB | 27.8 x 20 x 25 (710 x 510 x 640) | 142 (64) |
| QP4TZ | 4 x 4 (100 x 100) | 528 (2,000) | 25 (7.6) | 85 (26) | 36.8 (253) | 2 (51) | HATZ 1B40 | 9.9 (7.4) | 3,600 | n/a | 1.3 (5) | .7 | Elec./ Recoil | UWK4 | 28.2 x 25 x 28.2 (715 x 640 x 715) | 265 (120) |
| QP4TZT10P | 4 x 4 (100 x 100) | 528 (2,000) | 25 (7.6) | 85 (26) | 36.8 (253) | 2 (51) | HATZ 1B40 | 9.9 (7.4) | 3,600 | n/a | 1.3 (5) | .7 | Elec./ Recoil | Trailer mount | 56 x 36 x 56 (1,420 x 910 x 1,420) | 615 (277) |
| QP4TZT16F | 4 x 4 (100 x 100) | 528 (2,000) | 25 (7.6) | 85 (26) | 36.8 (253) | 2 (51) | HATZ 1B40 | 9.9 (7.4) | 3,600 | n/a | 1.6 (60) | .7 | Elec./ Recoil | Trailer mount | 109 x 56 x 60 (2,769 x 1,422 x 1,522) | 865 (392) |
| QP4TZT16XF | 4 x 4 (100 x 100) | 528 (2,000) | 25 (7.6) | 85 (26) | 36.8 (253) | 2 (51) | HATZ 1B40 | 9.9 (7.4) | 3,600 | n/a | 2.8 (106) | .7 | Elec./ Recoil | Trailer mount | 109 x 56 x 60 (2,769 x 1,422 x 1,522) | 735 (334) |
| MQ600H | 6 x 6 (152 x 152) | 1,800 (6,955) | 25 (7.6) | 150 (46) | 64.9 (447) | 3 (76) | HATZ 4H50TIC | 68.4 (51.1) | 2,000 | std. | 40 (151) | 1.76 | Electric | Skid | 80 x 38 x 49 (2,032 x 965 x 1,245) | 2,200 (990) |
| MQ600HTB | 6 x 6 (152 x 152) | 1,800 (6,955) | 25 (7.6) | 150 (46) | 64.9 (447) | 3 (76) | HATZ 4H50TIC | 68.4 (51.1) | 2,000 | std. | 40 (151) | 1.76 | Electric | Trailer - 2" Ball | 124 x 64 x 67 (3,150 x 1,630 x 1,700) | 2,850 (1,283) |
| MQ600HTP | 6 x 6 (152 x 152) | 1,800 (6,955) | 25 (7.6) | 150 (46) | 64.9 (447) | 3 (76) | HATZ 4H50TIC | 68.4 (51.1) | 2,000 | std. | 40 (151) | 1.76 | Electric | Trailer - 3" Pintle | 124 x 64 x 67 (3,150 x 1,630 x 1,700) | 2,850 (1,283) |

Note: Battery included with the MQ600H Series. Batteries not included with the QP3TI and QP4TZ Series.

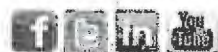
ACCESSORIES

| | MODEL | DESCRIPTION |
|--------------------|-----------------------------|--|
| Suction Hoses | HS and HSQ series | 2", 3", 4" and 6" diameter rigid PVC helix reinforced hose - NPT Thread and Cam/Groove Coupler |
| Discharge Hoses | HD and HDQ Series | 2", 3", 4" and 6" diameter lay-flat synthetic PVC reinforced hose - NPT Thread and Cam/Groove Coupler |
| Wheel Kits | UWK Series | Wheel kits for pipe-frame pumps. 8" foam-filled tires, retractable handle, and necessary hardware for easy installation |
| Q/D Couplers | A200A, A300A, A400A & A600A | 2", 3", 4" and 6" high quality Cam/Groove aluminium fittings that thread onto male NPT pump ports for quick-disconnect hose operations |
| Vacuum Testing Kit | 7100031 | Pump vacuum test gauge that easily affixes to 2", 3", 4" and 6" port to check pump casing pressure integrity |

* Engine power ratings are calculated by the individual engine manufacturer and the rating method may vary among engine manufacturers. Multiquip Inc. and its subsidiary companies makes no claim, representation or warranty as to the power rating of the engine on this equipment and disclaims any responsibility or liability of any kind whatsoever with respect to the accuracy of the engine power rating. Users are advised to consult the engine manufacturer's owners manual and its website for specific information regarding the engine power rating.

Your Multiquip dealer is:

Connect with us on



Home > Cooperative Purchasing > Contracts - Fleet > Construction & Agricultural Equipment > Multiquip



Multiquip



Contract#: 052015-MTQ

Category: Construction & Agricultural Equipment

Description: Portable Generators, Light Towers, Light to Medium Construction Equipment

Maturity Date: 07/21/2019

Known for quality products and excellent customer service, Multiquip sells portable generators and light to medium construction equipment including compaction equipment; dewatering pumps; work-site lighting; concrete & masonry mixing, pumping, and finishing equipment; and blades, bits, and cutting equipment. Multiquip manufactures MQ Power, Whiteman, Sanders, Mayco, and Essick products. Multiquip also distributes renowned brands including Mikasa, Rammax and GloBug.

Multiquip's portable generator line ranges from 2.3 kW to 2,000 kW. Known for reliability, efficiency and ultra-quiet performance, these generators have set the industry standard in an array of applications.

The company also offers portable light towers and diffused lighting solutions.

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE

Our step-by-step guide



Vendor Contact Info

Dora Marsh

Direct Phone: 310-400-1305

sales.gov@multiquip.com

www.multiquip.com

Larry Savitz

Direct Phone: 310-400-1682

lsavitz@multiquip.com

www.multiquip.com

RESOLUTION NO. 2017 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY
MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE
PURCHASING AND AUTHORIZING THE CITY TO UTILIZE NATIONAL
JOINT POWERS ALLIANCE CONTRACT 052015-MTQ TO AWARD
THE PURCHASE OF ONE MQ600H TRASH PUMP TO MULTQUIP, INC.,
FOR AN AMOUNT NOT TO EXCEED \$30,966.19, AND AUTHORIZING
AN APPROPRIATION IN THE AMOUNT OF \$966.19 TO THE EQUIPMENT
REPLACEMENT RESERVE FROM THE SEWER SERVICE FUND
FUND BALANCE TO APPLY TOWARDS THE PURCHASE

WHEREAS, a trash pump is a specialized trailer-mounted piece of equipment that allows crews to extract water from sewer systems and storm drains to mitigate the impacts from overflows and flooding; and

WHEREAS, the Public Works Wastewater Division is no longer able to use its trash pump because the equipment is not in compliance with the latest 2017 air quality requirements; and

WHEREAS, the Public Works Wastewater Division desires to purchase a new MQ600H Trash Pump from Multiquip, Inc.; and

WHEREAS, Section 2.60.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined to be in substantial compliance with the City's procurement procedures, and such a determination has been made in this case. It is therefore recommended that the purchase be made without complying with the competitive bidding procedure set forth in the Municipal Code; and

WHEREAS, there is an opportunity to piggyback National Joint Powers Alliance Contract 052015-MTQ with Multiquip Inc., to allow for the purchase of one MQ600H Trash Pump for an amount not to exceed \$30,966.19; and

WHEREAS, staff has confirmed that the National Joint Powers Alliance Contract 052015-MTQ with Multiquip Inc. was competitively bid through a Request for Proposals (RFP) process, and that the National Joint Powers Alliance procurement procedures are in substantial compliance with those of National City; and

WHEREAS, the City Council previously authorized an appropriation of \$30,000 from the Sewer Service Fund, however, the cost of the trash pump is \$30,966.19, resulting in the need for additional appropriation from the Sewer Service Fund fund balance in the amount of \$966.19.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby affirms the determination that the National Joint Powers Alliance's procurement procedures are in substantial compliance with the City's, and pursuant to Section 2.60.260 of the Municipal Code, authorizes the waiver of the bidding process for the purchase of one MQ600H Trash Pump from Multiquip, Inc., in an amount not to exceed \$30,966.19.

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby authorizes an appropriation of \$966.19 to the Equipment Replacement Reserve from the Sewer Service Fund fund balance to apply towards said purchase.

PASSED and ADOPTED this 18th day of April, 2017.

ATTEST:

Ron Morrison, Mayor

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

George H. Eiser, III
Interim City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the State of Califor

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 18, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the State of California Department of General Services Contract #4-17-23-0019B to award the purchase of a SW8000 Rider Sweeper to Nilfisk Inc. in an amount not to exceed \$53,900.37; and 2) appropriate \$11,900.37 in the Equipment Replacement Reserve from the Trash Rate Stabilization Fund fund balance to apply towards the purchase. |

PREPARED BY: Ray Roberson, Management Analyst I |

DEPARTMENT: Engineering/Public Works

PHONE: (619) 336-4583 |

APPROVED BY: 

EXPLANATION:

See attached explanation.

FINANCIAL STATEMENT:

ACCOUNT NO.

644-416-221-511-0000 (Equipment Replacement Reserve) |
\$42,000 previously appropriated through FY2017 mid-year budget
\$11,900.37 to be appropriated from the Trash Rate Stabilization Fund fund balance

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt Resolution awarding the purchase of one SW8000 Rider Sweeper to Nilfisk Inc. in an amount not to exceed \$53,900.37.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Proposal
3. State of California Department of General Services Contract #4-17-23-0019B
4. Resolution

Explanation:

City Public Works currently operates a tennant parking lot sweeper to clean and sweep city parking lots. The existing sweeper has exceeded its useful life and requires extensive maintenance and repair. The new SW8000 Rider Sweeper will allow Public Works to provide sweeping services for city parking lots and bike paths to meeting storm water compliance regulations.

After seeing demonstrations and working features of competitive street sweepers, staff desires to purchase the SW8000 Rider Sweeper. Consistent with Section 2.60.260 of the National City Municipal Code (NCMC) regarding cooperative purchasing, there is an opportunity to piggyback the State of California Department of General Services Contract #4-17-23-0019B with Nilfisk Inc. to allow for the purchase of one SW8000 Rider Sweeper.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's Purchasing staff has confirmed that the State of California Department of General Services Contract #4-17-23-0019B with Nilfisk Inc. was competitively bid through a Request for Proposals (RFP) process, and that the State of California Department of General Services procurement procedures are in substantial compliance with those of National City.

Therefore, staff requests that City Council authorize the City (Buyer) to piggyback the State of California Department of General Services Contract #4-17-23-0019B to award the purchase of a SW8000 Rider Sweeper to Nilfisk Inc. in an amount not to exceed \$53,900.37, consistent with Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing.

The funding to purchase this vehicle was approved by City Council through adoption of the FY 2017 mid-year budget. The Equipment Replacement Reserve will be replenished by the Trash Rate Stabilization Fund. While the City Council previously authorized an appropriation of \$42,000.00 from the Trash Rate Stabilization Fund, the cost of the sweeper is \$53,900.37, resulting in the need for additional appropriation from the Trash Rate Stabilization Fund fund balance in the amount of \$11,900.37.

Tony Gaut
National City
1726 Wilson Avenue
National City, CA 91950
Engineering and Public Works Department
tgaut@nationalcityca.gov
619-336-4397

Julie Mercer
Nilfisk, Inc.
9435 Winnetka Avenue North
Brooklyn Park, MN 55445
Phone 214-336-4118
Fax 972-991-3527
Email julie.mercer@nilfisk.com

April 11, 2017

**ADVANCE
SW8000 RIDER SWEEPER
PROPOSAL/ORDER**



Standard Equipment Includes

- * 65" Sweep Path, Single Side Broom - Standard version
- * 77" Sweep Path, Dual Side Brooms or TrioSweep version
- * MaxAccess™ for Easy Access to Engine
- * Clear-View™ Hopper gives operator view of critical areas
- * Liberator™ Variable Frequency Filter Shaker
- * Interlocking Covers for Safety and Security
- * Ultra-Web® Nanofiber Technology Dust Filter, 94 sq ft
- * Touch Pad Controls
- * Structural Roto Mold Hopper with 5 mph Bumper
- * Heavy Duty Dual Element Engine Air Filter
- * Dust Contained in Hopper by a Single Seal

- * Brooms off in Neutral
- * One Touch Sweeping
- * 60" High Dump Hopper
- * 14 cu. ft. Hopper
- * 50" Main Broom
- * Fully Adjustable Seat
- * 21" 10 ply Front Tires
- * 18" 8 ply Rear Tire
- * 26" Poly Side Brooms
- * Rear Wheel Power Steering
- * Headlights

Engines

- * Liquid Cooled 4 Cyl, 57 HP Kubota Gas/LPG, EPA Tier II and CARB Tier III certified
- * Kubota 35.1 hp Diesel Engine, meets U.S. EPA emission standards

Warranty

- * 180 days Labor/180 days Travel (limited to 3 hrs roundtrip)
- * 4 Years/2,800 hours Parts
- * 8 Years on Rotomold Components

| PART # | DESCRIPTION | PRICE EACH | QTY | EXTENDED PRICE |
|------------|---|-------------|-----|----------------|
| 56 107 506 | Gas TrioSweep with DustGuard™ and Deluxe Cab (79" clearance) | \$39,544.55 | 1 | \$ 39,544.55 |
| 56 507 030 | Litter Vac 4" diameter 12' suction hose | \$871.45 | 1 | \$ 871.45 |
| 56 507 029 | Hopper Temp Sensor | \$55.90 | 1 | \$ 55.90 |
| 56 507 036 | Plugged Dust Filter Indicator | \$82.21 | 1 | \$ 82.21 |
| 56 508 873 | Solid Tire kit set of 3 (in lieu of std) | \$1,322.87 | 1 | \$ 1,322.87 |
| 56 507 023 | Backup Audio Alarm | \$155.85 | 1 | \$ 155.85 |
| 56 507 040 | Suspension Seat with Arm Rest and Seat Belt (in lieu of standard) | \$269.25 | 1 | \$ 269.25 |
| 56 107 668 | Operator Presence Safety Seat Switch | \$134.18 | 1 | \$ 134.18 |
| 56 419 123 | Spare Key - Gas and LP Models | \$7.67 | 1 | \$ 7.67 |
| 56 507 021 | Heater / Pressurizer / AC for Cab Models (factory installed only) | \$5,097.14 | 1 | \$ 5,097.14 |
| 56 508 825 | Amber Strobe (cab models) 84" clearance | \$360.25 | 1 | \$ 360.25 |
| 56 508 663 | Side View Mirrors for OHG or Cab (must order OHG or Cab) | \$391.26 | 1 | \$ 391.26 |
| 56 508 813 | Fire Extinguisher (cab models) | \$142.11 | 1 | \$ 142.11 |

| | | | | | |
|------------|---|----------|---|----|--------|
| 56 385 015 | Tail, Brake and Turn Signal Lights including rear bumper (cab models) | \$830.12 | 1 | \$ | 830.12 |
| 56 107 674 | Gauge Package for Gas Models (must order gas models) | \$298.74 | 1 | \$ | 298.74 |

| | | |
|----------------------------|----|------------------|
| Applied Discount % | \$ | - |
| Applied Discount \$ | \$ | - |
| Machine Sub Total | \$ | - |
| Miscellaneous | \$ | - |
| Freight | \$ | - |
| Tax | \$ | 4,336.82 |
| Machine Total | \$ | 53,900.37 |

Special Instructions:

Nilfisk, Inc. CMAS Contract #4-17-23-0019B.
Includes all manuals and training.

Terms and Conditions

Prices subject to change without notice.

Terms:

Freight: No Charge to Destination CONUS

All terms and conditions are subject to change and credit review.

Order Placement Information: To place your order, fill in PO# and customer signatures, call or fax to the numbers listed below.

Customer Number

| |
|--|
| |
|--|

Bill to Information

| | |
|---------|--|
| Company | National City |
| Address | 1726 Wilson Avenue National City, CA 91950 Engineering and Public Works Department |
| Name | Tony Gaut |
| Phone | 619-336-4397 |

Ship to information

| | |
|---------|--|
| Company | National City |
| Address | 1726 Wilson Avenue National City, CA 91950 Engineering and Public Works Department |
| Name | Tony Gaut |
| Phone | 619-336-4397 |

Shipping Instructions

| |
|--|
| |
|--|

Customer Purchase Order No.

(please attach copy)

| |
|--|
| |
|--|

Authorized Buyer (please print)

Phone Number

Authorized Buyer Signature

Sales Representative Signature

RESOLUTION NO. 2017 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY
MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE
PURCHASING AND AUTHORIZING THE CITY TO UTILIZE STATE OF
CALIFORNIA DEPARTMENT OF GENERAL SERVICES CONTRACT
NO. 4-17-23-0019B TO AWARD THE PURCHASE OF A SW8000 RIDER
SWEEPER TO NILFISK INC., FOR AN AMOUNT NOT TO EXCEED
\$53,900.37, AND AUTHORIZING AN APPROPRIATION IN THE AMOUNT
OF \$11,900.37 TO THE EQUIPMENT REPLACEMENT RESERVE
FROM THE TRASH RATE STABILIZATION FUND FUND BALANCE
TO APPLY TOWARDS THE PURCHASE

WHEREAS, to clean and sweep City parking lots, Public Works Parks Maintenance Division staff currently operates a Tennant Parking Lot Sweeper that has exceeded its useful life and requires extensive maintenance and repair; and

WHEREAS, after seeing demonstrations and working features of competitive street sweepers, the Public Works Department desires to purchase a SW8000 Rider Sweeper; and

WHEREAS, Section 2.60.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined to be in substantial compliance with the City's procurement procedures, and such a determination has been made in this case. It is therefore recommended that the purchase be made without complying with the competitive bidding procedure set forth in the Municipal Code; and

WHEREAS, there is an opportunity to piggyback State of California Department of General Services Contract No. 4-17-23-0019B with Nilfisk Inc., to allow for the purchase of one SW8000 Rider Sweeper for an amount not to exceed \$53,900.37; and

WHEREAS, staff has confirmed that State of California Department of General Services Contract No. 4-17-23-0019B with Nilfisk Inc., was competitively bid through a Request for Proposals (RFP) process, and that State of California Department of General Services' procurement procedures are in substantial compliance with those of National City; and

WHEREAS, the City Council previously authorized an appropriation of \$42,000 from the Trash Rate Stabilization Fund for the purchase of one SW8000 Rider Sweeper, however, the total cost is \$53,900.37, resulting in the need for additional appropriation from the Trash Rate Stabilization Fund fund balance in the amount of \$11,900.37.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby affirms the determination that the State of California Department of General Services' procurement procedures are in substantial compliance with the City's, and pursuant to Section 2.60.260 of the Municipal Code, authorizes the waiver of the bidding process for the purchase of one SW8000 Rider Sweeper from Nilfisk Inc., for an amount not to exceed \$53,900.37.

Resolution No. 2017 –
Page Two

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby authorizes an appropriation of \$11,900.37 to the Equipment Replacement Reserve from the Trash Rate Stabilization Fund fund balance to apply towards said purchase.

PASSED and ADOPTED this 18th day of April, 2017.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

George H. Eiser, III
Interim City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the National Intergo

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 18, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to 1) piggyback the National Intergovernmental Purchasing Alliance (NIPA) Contract #R161101 to award the purchase of two Cushman-New Hauler 800X Carts to Cottonwood Electric Cart Service, an authorized dealer of Cushman vehicles, in an amount not to exceed \$14,305.27; and 2) appropriate an additional \$2,305.27 in the Equipment Replacement Reserve from the General Fund fund balance to apply towards the purchase.

PREPARED BY: Ray Roberson, Management Analyst II

DEPARTMENT: Engineering/Public Works

PHONE: (619) 336-4583

APPROVED BY:



EXPLANATION:

See attached explanation.

FINANCIAL STATEMENT:

APPROVED:



Finance

ACCOUNT NO.

644-416-227-511-0000 (Equipment Replacement Reserve) |
\$12,000 previously appropriated through FY2017 mid-year budget
\$2,305.27 to be appropriated from the General Fund fund balance

APPROVED:

MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION:

☐

FINAL ADOPTION:

☐

STAFF RECOMMENDATION:

Adopt Resolution awarding the purchase of two Cushman-New Hauler 800X Carts to Cottonwood Electric Cart Service in an amount not to exceed \$14,305.27.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Proposal
3. National Intergovernmental Purchasing Alliance (NIPA) Contract #R161101
4. Resolution

Explanation:

City Public Works Parks Maintenance staff currently operates two utility carts for maintaining city parks. The existing carts have exceeded their useful lives and require extensive maintenance and repair. The new Cushman-New Hauler 800X Carts will allow Public Works to continue providing maintenance services at city parks.

Staff desires to purchase two Cushman-New Hauler 800X Carts. Consistent with Section 2.60.260 of the National City Municipal Code (NCMC) regarding cooperative purchasing, there is an opportunity to piggyback the National Intergovernmental Purchasing Alliance (NIPA) Contract #R161101 with Cottonwood Electric Cart Service, an authorized dealer of Cushman vehicles, to allow for the purchase of two Cushman-New Hauler 800X Carts.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's Purchasing staff has confirmed that the National Intergovernmental Purchasing Alliance (NIPA) Contract #R161101 with Cottonwood Electric Cart Service, an authorized dealer of Cushman vehicles, was competitively bid through a Request for Proposals (RFP) process, and that the State of California Department of General Services procurement procedures are in substantial compliance with those of National City.

Therefore, staff requests that City Council authorize the City (Buyer) to piggyback the National Intergovernmental Purchasing Alliance (NIPA) Contract #R161101 to award the purchase of two Cushman-New Hauler 800X Carts to Cottonwood Electric Cart Service, an authorized dealer of Cushman vehicles, in an amount not to exceed \$14,305.27, consistent with Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing.

The funding to purchase these vehicles was approved by City Council through adoption of the FY 2017 mid-year budget. The Equipment Replacement Reserve will be replenished by the General Fund. While the City Council authorized an appropriation of \$12,000.00 from the General Fund, the cost of the sweeper is \$14,305.27, resulting in the need for additional appropriation from the General Fund fund balance in the amount of \$2,305.27.

COTTONWOOD ELECTRIC CART SERVICE

619-440-2127 PHONE 619-440-2487(FAX) COTTONWOODELECTRIC@SBCGLOBAL.NET

| | |
|-------------------------------------|-----------------------------------|
| NIPA REGISTRATION # NIPA0293 | |
| DATE: | <u>3/7/2017</u> |
| ACCT# | 0 |
| COMPANY: | NATIONAL CITY PUBLIC WORKS |
| ADDRESS: | 1726 WILSON AVE. |
| CITY, STATE, ZIP: | NATIONAL CITY CA. 91950 |
| ATTN: | TONY GAUT |
| PHONE: | (CELL) 619-866-5336 |
| FAX: | |
| EMAIL: | <u>tgaut@nationalcityca.gov</u> |
| REP: | LARRY LATISLAW |

QUOTE IS GOOD FOR - 30 DAYS

| Description |
|---|
| CUSHMAN -NEW HAULER 800X Gasoline -Kawasaki Engine |
| Sun Canopy (Top) Black |
| Windsheild Fold Down (for Black Top Only) |
| Limited Slip Differential (High - < 3K Altitude) |
| Hour Meter |
| Taillights |
| Brake Lights (Rear Brakes Only) |
| FUEL/OIL GUAGE |
| Standard Seat Color: Gray |
| Brush Guard- Standard |
| |
| Rear Tires: Turf Saver 20 x 10.0 - 10 (Set of two) - Standard |
| Headlights - Standard |
| State of Charge Meter - Standard |
| 2 in (5 cm) Receiver (Rear) - Standard |
| Plastic Bed (Gas Assist Manual Lift) - Standard |
| Turf Saver 20 x 10 x 10 (Set of two) - Standard |
| Standard: (Forest Green) |
| |
| |
| DEALER SET UP |
| FREIGHT |
| DELIVERY CHARGE |

CUSHMAN -NEW HAULER 800X Gasoline -Kawasaki Engine



STOCK PICTURE- YOUR VEHICLE MAY VARY

NOTES:

SPECIAL SERVICE MAINTENANCE PRICE AVAILABLE WITH THIS UNIT

WARRANTY: 24 months* see manufacturers warranty statement

| Item # | Qty | Unit Price | Extended |
|--------|-----|-------------|--------------|
| 1 | 2 | \$ 5,067.40 | \$ 10,134.80 |
| 2 | 2 | \$ 286.65 | \$ 573.30 |
| 3 | 2 | \$ 99.45 | \$ 198.90 |
| 4 | 2 | \$ 230.75 | \$ 461.50 |
| 5 | 2 | \$ 40.30 | \$ 80.60 |
| 6 | 2 | \$ 83.20 | \$ 166.40 |
| 7 | 2 | \$ 42.25 | \$ 84.50 |
| 8 | 2 | \$ 63.70 | \$ 127.40 |
| 9 | 2 | \$ 0.00 | \$ - |
| 10 | 2 | \$ 0.00 | \$ - |
| 11 | 1 | \$ 0.00 | \$ - |
| 12 | 2 | \$ 0.00 | \$ - |
| 13 | 2 | \$ 0.00 | \$ - |
| 14 | 2 | \$ 0.00 | \$ - |
| 15 | 2 | \$ 0.00 | \$ - |
| 16 | 2 | \$ 0.00 | \$ - |
| 17 | 2 | \$ 0.00 | \$ - |
| 18 | 1 | \$ 0.00 | \$ - |
| 19 | 1 | \$ 0.00 | \$ - |
| 20 | 2 | \$ 175.00 | \$ 350.00 |
| 21 | 2 | \$ 417.00 | \$ 834.00 |
| 22 | 2 | \$ 65.00 | \$ 130.00 |

SPECS: 4 CYCLE 24.5 CI (401cc) - CARGO BOX CAPACITY=5.9 cu ft & 400lb
MOTOR: 4 CYCLE 24.5 ci (401 cc) SINGLE CYLINDER KAWASAKI -HORSEPOWER: 13.5hp -
RATED- FUEL CAPACITY: 6.0 GALLON TANK-DRIVE TRAIN: DIRECT MOTOR SHAFT
 CONNECTED TO TRANSAXLE PINION SHAFT - **BATTERY:** ONE 12 VOLT MAINTENANCE
 FREE - **BRAKES:** DUAL REAR WHEEL MECHANICAL SELF-ADJUSTING DRUM BRAKES
STEERING: RACK & PINION - **SUSPENSION FRONT & BACK:** LEAF SPRINGS W/
 HYDRAULIC SHOCK ABSORBERS - **TIRES:** TRAIL WOLF 20 x 11 -10 UNI-DIRECTIONAL
FRAME: WELDED STEEL W/ DURASHIELD POWDER COAT- **CARGO BED-ROTO-MOLDED**
 POLYETHYLENE-DIMENSIONS INSIDE: 44.5 (W) x 30.5(L) x 7.5(D)=5.9 cu ft - **SPEED:** 17 mph-
TOWING CAPACITY: 475lbs- **SEATS:** 2 PERSON

| | |
|-------------------------|--------------|
| TOTAL | \$ 13,141.40 |
| TAXABLE TOTAL | \$ 13,141.40 |
| 8.75 % SALES TAX | \$ 1,149.87 |
| CA TIRE TAX FEE | \$ 14.00 |
| TRADE IN | \$ - |
| TOTAL | \$ 14,305.27 |

SIGNATURE, NAME AND ADDRESS OF PROPOSAL

BY: _____ TITLE: _____ DATE: _____

FINANCING FOR THIS VEHICLE IS AVAILABLE FOR QUALIFIED BUYERS
 ASK YOUR ASSOCIATE FOR MORE DETAILS

| | |
|---|-----------|
| CONSUMER - APPROXIMATE MONTHLY PAYMENT-60 MONTHS | \$ 276.49 |
| COMMERCIAL - APPROXIMATE MONTHLY PAYMENT-60 MONTHS | \$ 263.36 |

December 15, 2016

Ms. Lurie Nicol
Government Sales Manager
E-Z-GO Division of Textron Inc.
1451 Marvin Griffin Road
Augusta, Georgia 30906

Re: Award of Contract # R161101

Dear Ms. Nicol:

Per official action taken by the Board of Directors of Region 4 Education Service Center, on December 14, 2016, National IPA is pleased to announce that E-Z-GO Division of Textron Inc. has been awarded an annual contract for the following, based on the sealed proposal (RFP# 16-11) submitted on October 11, 2016:

Commodity/Service

Contractor

Golf, Utility and Hospitality Carts, Parts,
Accessories, Supplies and Related Services

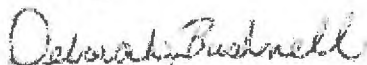
E-Z-GO Division of Textron Inc.

This contract is effective January 1, 2017 and will expire on December 31, 2017. As indicated above, your Contract # is R161101. This contract may be renewed annually for an additional two (2) years if mutually agreed by Region 4 ESC/National IPA and E-Z-GO Division of Textron Inc.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact Alan Piper, Contract Manager assigned to your contract at 615.380.1307 or alan.piper@nationalipa.org

Sincerely,



Deborah Bushnell, CTSBO
Contract Manager



CUSHMAN.

Show menu

**Competitively solicited and publicly awarded by: Region 4 Education Service Center
(ESC)**

Contract #R161101

Contract Term: January 1, 2017 through December 31, 2019

Award includes:

- Golf, utility, transportation, hospitality carts, road legal low speed, AWD and service parts.
- Bad Boy Buggies and Cushman products available
- Electric (AC power), gas and diesel solutions
- Hybrid vehicle which operates on either gas or electric power when selected by the vehicle operator
- Free Goods Program volume incentive

RESOLUTION NO. 2017 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY
MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE
PURCHASING AND AUTHORIZING THE CITY TO UTILIZE
INTERGOVERNMENTAL PURCHASING ALLIANCE CONTRACT
NO. R161101 TO AWARD THE PURCHASE OF TWO CUSHMAN-NEW
HAULER 800X CARTS TO COTTONWOOD ELECTRIC CART
SERVICE, AN AUTHORIZED DEALER OF CUSHMAN VEHICLES,
FOR AN AMOUNT NOT TO EXCEED \$14,305.27, AND AUTHORIZING
AN APPROPRIATION IN THE AMOUNT OF \$2,305.27 TO
THE EQUIPMENT REPLACEMENT RESERVE FROM THE GENERAL
FUND FUND BALANCE TO APPLY TOWARDS THE PURCHASE

WHEREAS, Public Works Parks Maintenance Division staff currently operates two utility carts for maintaining City parks that have exceeded their useful lives and require extensive maintenance and repair; and

WHEREAS, the Public Works Department desires to purchase two Cushman-New Hauler 800X carts; and

WHEREAS, Section 2.60.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined to be in substantial compliance with the City's procurement procedures, and such a determination has been made in this case. It is therefore recommended that the purchase be made without complying with the competitive bidding procedure set forth in the Municipal Code; and

WHEREAS, there is an opportunity to piggyback National Intergovernmental Purchasing Alliance (NIPA) Contract No. R161101 with Cottonwood Electric Cart Service, an authorized dealer of Cushman vehicles, for the purchase of two Cushman-New Hauler 800X Carts for an amount not to exceed \$14,305.27; and

WHEREAS, staff has confirmed that NIPA Contract No. R161101 was competitively bid through a Request for Proposals (RFP) process, and that NIPA's procurement procedures are in substantial compliance with those of National City; and

WHEREAS, the City Council previously authorized an appropriation of \$12,000 from the General Fund for the purchase of the two Cushman-New Hauler 800X Carts, however, the total cost is \$14,305.27, resulting in the need for additional appropriation from the General Fund fund balance in the amount of \$2,305.27.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby affirms the determination that the National Intergovernmental Purchasing Alliance's procurement procedures are in substantial compliance with the City's, and pursuant to Section 2.60.260 of the Municipal Code, authorizes the waiver of the bidding process for the purchase of two Cushman-New Hauler 800X Carts from Cottonwood Electric Cart Service, an authorized dealer of Cushman vehicles, for an amount not to exceed \$14,305.27.

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby authorizes an appropriation of \$2,305.27 to the Equipment Replacement Reserve from the General Fund fund balance to apply towards said purchase.

PASSED and ADOPTED this 18th day of April, 2017.

ATTEST:

Ron Morrison, Mayor

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

George H. Eiser, III
Interim City Attorney

The following page(s) contain the backup material for Agenda Item: Investment transactions for the month ended February 28, 2017. (Finance)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: April 18, 2017

AGENDA ITEM NO.

ITEM TITLE:

Investment transactions for the month ended February 28, 2017.

PREPARED BY: Ronald Gutlay

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY:

Finance
Maria R. [Signature]

EXPLANATION:

In accordance with California Government Code Section 53646 and City of National City's investment policy section XIIA, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending February 28, 2017.

FINANCIAL STATEMENT:

ACCOUNT NO.

NA

APPROVED:

Markell

Finance

APPROVED:

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Accept and file the Investment Transaction Ledger for the month ended February 28, 2017.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

Investment Transaction Ledger



Transaction Ledger

1/31/17 Thru 2/28/17

| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/Sold | Total Amount | Gain/Loss |
|---------------------------|-----------------|------------|------------------|---|-------|----------------|------------------|-------------------|------------------|-------------|
| ACQUISITIONS | | | | | | | | | | |
| Purchase | 02/01/2017 | 60934N807 | 2,812.50 | Federated Investors Govt Oblig Fund Inst. | 1.000 | 0.19 % | 2,812.50 | 0.00 | 2,812.50 | 0.00 |
| Purchase | 02/02/2017 | 60934N807 | 6.19 | Federated Investors Govt Oblig Fund Inst. | 1.000 | 0.19 % | 6.19 | 0.00 | 6.19 | 0.00 |
| Purchase | 02/07/2017 | 60934N807 | 1,421.88 | Federated Investors Govt Oblig Fund Inst. | 1.000 | 0.19 % | 1,421.88 | 0.00 | 1,421.88 | 0.00 |
| Purchase | 02/08/2017 | 60934N807 | 2,581.25 | Federated Investors Govt Oblig Fund Inst. | 1.000 | 0.19 % | 2,581.25 | 0.00 | 2,581.25 | 0.00 |
| Purchase | 02/14/2017 | 60934N807 | 2,992.50 | Federated Investors Govt Oblig Fund Inst. | 1.000 | 0.19 % | 2,992.50 | 0.00 | 2,992.50 | 0.00 |
| Purchase | 02/17/2017 | 60934N807 | 2,719.45 | Federated Investors Govt Oblig Fund Inst. | 1.000 | 0.19 % | 2,719.45 | 0.00 | 2,719.45 | 0.00 |
| Purchase | 02/18/2017 | 60934N807 | 3,368.75 | Federated Investors Govt Oblig Fund Inst. | 1.000 | 0.19 % | 3,368.75 | 0.00 | 3,368.75 | 0.00 |
| Purchase | 02/28/2017 | 60934N807 | 4,034.38 | Federated Investors Govt Oblig Fund Inst. | 1.000 | 0.19 % | 4,034.38 | 0.00 | 4,034.38 | 0.00 |
| | Subtotal | | 19,936.90 | | | | 19,936.90 | 0.00 | 19,936.90 | 0.00 |
| Security Contribution | 02/28/2017 | 90SDCP\$00 | 5,000.00 | County of San Diego Pooled Investment Pool | 1.000 | | 5,000.00 | 0.00 | 5,000.00 | 0.00 |
| | Subtotal | | 5,000.00 | | | | 5,000.00 | 0.00 | 5,000.00 | 0.00 |
| TOTAL ACQUISITIONS | | | 24,936.90 | | | | 24,936.90 | 0.00 | 24,936.90 | 0.00 |
| DISPOSITIONS | | | | | | | | | | |
| Security Withdrawal | 02/07/2017 | 60934N807 | 1,673.97 | Federated Investors Govt Oblig Fund Inst. | 1.000 | | 1,673.97 | 0.00 | 1,673.97 | 0.00 |
| Security Withdrawal | 02/08/2017 | 60934N807 | 1,675.35 | Federated Investors Govt Oblig Fund Inst. | 1.000 | | 1,675.35 | 0.00 | 1,675.35 | 0.00 |
| | Subtotal | | 3,349.32 | | | | 3,349.32 | 0.00 | 3,349.32 | 0.00 |
| TOTAL DISPOSITIONS | | | 3,349.32 | | | | 3,349.32 | 0.00 | 3,349.32 | 0.00 |
| OTHER TRANSACTIONS | | | | | | | | | | |
| Interest | 02/01/2017 | 3137EADK2 | 450,000.00 | FHLMC Note 1.25% Due 8/1/2019 | 0.000 | | 2,812.50 | 0.00 | 2,812.50 | 0.00 |
| Interest | 02/07/2017 | 3130A8PK3 | 455,000.00 | FHLB Note 0.625% Due 8/7/2018 | 0.000 | | 1,421.88 | 0.00 | 1,421.88 | 0.00 |
| Interest | 02/08/2017 | 3135G0TG8 | 590,000.00 | FNMA Note 0.875% Due 2/8/2018 | 0.000 | | 2,581.25 | 0.00 | 2,581.25 | 0.00 |
| Interest | 02/14/2017 | 084670BL1 | 285,000.00 | Berkshire Hathaway Note 2.1% Due 8/14/2019 | 0.000 | | 2,992.50 | 0.00 | 2,992.50 | 0.00 |
| Interest | 02/17/2017 | 3135G0N82 | 440,000.00 | FNMA Note 1.25% Due 8/17/2021 | 0.000 | | 2,719.45 | 0.00 | 2,719.45 | 0.00 |



Transaction Ledger

1/31/17 Thru 2/28/17

| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/Sold | Total Amount | Gain/Loss |
|---------------------------------|-----------------|-----------|---------------------|---|-------|----------------|------------------|-------------------|------------------|-------------|
| OTHER TRANSACTIONS | | | | | | | | | | |
| Interest | 02/18/2017 | 3130A7CV5 | 490,000.00 | FHLB Note 1.375% Due 2/18/2021 | 0.000 | | 3,368.75 | 0.00 | 3,368.75 | 0.00 |
| Interest | 02/28/2017 | 3135G0MZ3 | 545,000.00 | FNMA Note 0.875% Due 8/28/2017 | 0.000 | | 2,384.38 | 0.00 | 2,384.38 | 0.00 |
| Interest | 02/28/2017 | 912828L32 | 240,000.00 | US Treasury Note 1.375% Due 8/31/2020 | 0.000 | | 1,650.00 | 0.00 | 1,650.00 | 0.00 |
| | Subtotal | | 3,495,000.00 | | | | 19,930.71 | 0.00 | 19,930.71 | 0.00 |
| Dividend | 02/02/2017 | 60934N807 | 15,063.63 | Federated Investors Govt Oblig Fund Inst. | 0.000 | | 6.19 | 0.00 | 6.19 | 0.00 |
| | Subtotal | | 15,063.63 | | | | 6.19 | 0.00 | 6.19 | 0.00 |
| TOTAL OTHER TRANSACTIONS | | | 3,510,063.63 | | | | 19,936.90 | 0.00 | 19,936.90 | 0.00 |

The following page(s) contain the backup material for Agenda Item: Warrant Register #35 for the period of 02/22/17 through 02/28/17 in the amount of \$4,024,146.87.
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 18, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Warrant Register #35 for the period of 02/22/17 through 02/28/17 in the amount of \$4,024,146.87.
(Finance)

PREPARED BY: K. Apalategui

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 02/22/17 through 02/28/17.

Consistent with Department of Finance, listed below are all payments above \$50,000.

| <u>Vendor</u> | <u>Check/Wire</u> | <u>Amount</u> | <u>Explanation</u> |
|---------------------------------|-------------------|---------------|---|
| Folsom Lake Ford | 327608 | 442,400.31 | 2017 Ford Explorers (8 Vehicles) / PD |
| Kimley Horn and Assoc Inc | 327615 | 67,469.79 | Euclid Ave Project |
| SDG&E | 327638 | 76,491.85 | Streets Division Gas & Electric Utilities |
| Paradise Creek Housing Partners | 807483 | 452,887.00 | Remediation Costs / Housing |
| City of San Diego | 817824 | 1,447,937.00 | Metropolitan Sewerage System Svcs |
| Public Emp Retirement System | 2222017 | 420,103.88 | Service Period 01/31/17 – 02/13/17 |

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: _____ MIS

Warrant total \$4,024,146.87.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$4,024,146.87.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #35



WARRANT REGISTER #35

2/28/2017

| <u>PAYEE</u> | <u>DESCRIPTION</u> | <u>CHK NO</u> | <u>DATE</u> | <u>AMOUNT</u> |
|--------------------------------|---|---------------|-------------|---------------|
| FEDEX | CITYWIDE FEDEX CHARGES | 327578 | 2/28/17 | 110.43 |
| ADMINSURE INC | WC CLAIM COSTS - MARCH | 327580 | 2/28/17 | 6,948.33 |
| AIRGAS WEST | MOP# 45714 AUTO SUPPLIES - PW | 327581 | 2/28/17 | 264.09 |
| ASSI SECURITY INC | REPAIRS AND MAINTENANCE ON ELECTRIC DOORS | 327582 | 2/28/17 | 835.00 |
| BEST BEST & KRIEGER ATTN LAW | LIABILITY CLAIM COSTS | 327583 | 2/28/17 | 206.50 |
| BETTER IMPACT USA INC | VOLUNTEER SOFTWARE / MIS | 327584 | 2/28/17 | 915.00 |
| BLACK, N | EDUCATION REIMBURSEMENT | 327585 | 2/28/17 | 28.00 |
| BOOT WORLD | MOP#64096 SAFETY APPAREL / PW | 327586 | 2/28/17 | 454.65 |
| BOUND TREE MEDICAL LLC | LARYNGOSCOPE BLADES / FIRE | 327587 | 2/28/17 | 663.80 |
| BROADWAY AUTO ELECTRIC | MOP# 72447 AUTO ELECTRIC SUPPLIES / PW | 327588 | 2/28/17 | 212.06 |
| CA PARKS AND RECREATION | MEMBERSHIP /WRIGHT/MULDERIG/BULLOCK - CSD | 327589 | 2/28/17 | 485.00 |
| CASAS, L | TRANSLATION SVCS.-02-07-17 COUNCIL MEETING | 327590 | 2/28/17 | 325.00 |
| CEB | LEGAL PUBLICATION | 327591 | 2/28/17 | 401.75 |
| CENGAGE LEARNING INC | LARGE PRINT BOOKS - LIBRARY | 327592 | 2/28/17 | 299.75 |
| CLF WAREHOUSE | MOP#80331 AUTO SUPPLIES / PW | 327593 | 2/28/17 | 509.45 |
| COMMUNITY SAFETY INSTITUTE | DE-ESCALATION TRAINING TUITION /PD | 327594 | 2/28/17 | 1,125.00 |
| COX COMMUNICATIONS | COX FEBRUARY 2017 | 327595 | 2/28/17 | 70.75 |
| DALEY & HEFT LLP | LIABILITY CLAIM COSTS | 327596 | 2/28/17 | 5,080.63 |
| DALEY & HEFT LLP | LIABILITY CLAIM COSTS | 327597 | 2/28/17 | 3,699.48 |
| DALEY & HEFT LLP | LIABILITY CLAIM COSTS | 327598 | 2/28/17 | 2,667.49 |
| DALEY & HEFT LLP | LIABILITY CLAIM COSTS | 327599 | 2/28/17 | 735.15 |
| DANIELS TIRE SERVICE | MOP#76986 TIRES AUTO SUPPLIES / PW | 327600 | 2/28/17 | 102.18 |
| DEEPNET SECURITY | SOFTWARE RENEWAL / PD | 327601 | 2/28/17 | 2,020.00 |
| DEPARTMENT OF JUSTICE | INVESTIGATIVE SERVICES - JANUARY | 327602 | 2/28/17 | 224.00 |
| DION INTERNATIONAL TRUCK INC | KIT HOLDER / AUTO PARTS - PW | 327603 | 2/28/17 | 150.85 |
| D-MAX ENGINEERING | PARADISE CREEK PHASE 2 - T&A 90163 | 327604 | 2/28/17 | 2,708.75 |
| ESGIL CORPORATION | PLAN CHECK SERVICES / FIRE | 327605 | 2/28/17 | 1,137.00 |
| ESPIRITU, D | ADV SUBS / POST COMMAND COLLEGE / PD | 327606 | 2/28/17 | 780.00 |
| FIRE ETC | FIREFIGHTING GLOVES / FIRE | 327607 | 2/28/17 | 3,123.83 |
| FOLSOM LAKE FORD | 2017 FORD EXPLORERS (8 VEHICLES) / PD | 327608 | 2/28/17 | 442,400.31 |
| FORDYCE CONSTRUCTION INC | REFUND OF FEES / BUILDING | 327609 | 2/28/17 | 563.50 |
| GOODYEAR TIRE & RUBBER COMPANY | TIRES FOR CITY FLEET / PW | 327610 | 2/28/17 | 978.16 |
| GRAINGER | MOP#65179 FACILITY SUPPLIES / PW | 327611 | 2/28/17 | 2,405.99 |
| HARRIS & ASSOCIATES | PARADISE CREEK-PARK LOFTS MAP- T&A 90122 | 327612 | 2/28/17 | 264.55 |
| JOHN STUCKEY | TACTICS CLASS / FIRE | 327613 | 2/28/17 | 1,870.27 |
| KALANKIEWICZ, C | ROT ADV. SUB. POLICE TRAINING /KALANKIEWICZ | 327614 | 2/28/17 | 444.86 |
| KIMLEY HORN AND ASSOC INC | EUCLID AVE PROJECT | 327615 | 2/28/17 | 67,469.79 |
| KTU&A | NC INVENTORY STUDY PROJECT | 327616 | 2/28/17 | 7,686.25 |
| LACAL EQUIPMENT INC | 5 STAGE DIAPHRAGM PUMP - AUTO SUPPLIES PW | 327617 | 2/28/17 | 355.29 |
| LASER SAVER INC | MOP 04840 LASER SAVER TONER | 327618 | 2/28/17 | 402.21 |
| LIEBERT CASSIDY WHITMORE | LEGAL SERVICES | 327619 | 2/28/17 | 1,950.00 |
| LOPEZ, J | FEE REFUND / BUILDING | 327620 | 2/28/17 | 297.50 |
| LOPEZ, T | TRANSLATION SVCS. - CASA DE SALUD | 327621 | 2/28/17 | 913.80 |
| MASON'S SAW | MOP#45729 PARK EQUIPMENT SUPPLIES / PW | 327622 | 2/28/17 | 110.47 |
| MATTHEW BENDER & CO INC | LEGAL PUBLICATION UPDATE | 327623 | 2/28/17 | 81.84 |
| MEDIFIT COMMUNITY SERVICES LLC | MANAGEMENT FEE~ JAN17 | 327624 | 2/28/17 | 24,175.89 |
| MEGLA MANUFACTURING INC | WELDING/TRUCK CONSOLE BRACKETS - PW | 327625 | 2/28/17 | 600.00 |
| MUNICIPAL CODE CORPORATION | SUPPLEMENT #47, UPDATE #1 / CITY CLERK'S OFFICE | 327626 | 2/28/17 | 152.00 |
| MUNICIPAL MAINTENANCE EQUIP | AUTO SUPPLIES, C | 327627 | 2/28/17 | 10.45 |



WARRANT REGISTER #35

2/28/2017

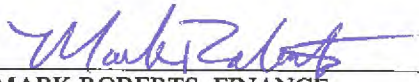
| <u>PAYEE</u> | <u>DESCRIPTION</u> | <u>CHK NO</u> | <u>DATE</u> | <u>AMOUNT</u> |
|--------------------------------|---|---------------|------------------|-------------------|
| NATIONAL CITY CAR WASH | MOP#72454 CAR WASHES / PW | 327628 | 2/28/17 | 405.00 |
| O'REILLY AUTO PARTS | MOP#75877 AUTO SUPPLIES / PW | 327629 | 2/28/17 | 326.85 |
| PAESSLER AG | PRTG NETWORK MONITOR / MIS | 327630 | 2/28/17 | 1,360.00 |
| PHILLIPS JR, W | ROT ADV. SUB. POLICE TRAINING | 327631 | 2/28/17 | 444.86 |
| PRO BUILD | MOP 45707/ SUPPLIES FOR FIRE DEPT | 327632 | 2/28/17 | 1,492.25 |
| PROJECT PROFESSIONALS CORP | FIRE STATION ANNEX PRESENTATION | 327633 | 2/28/17 | 8,580.00 |
| PRUDENTIAL OVERALL SUPPLY | MOP# 45742 LAUNDRY SERVICES / PW | 327634 | 2/28/17 | 188.27 |
| RIVERSIDE SHERIFF'S DEPT | ROT TUITION. POLICE TRAINING /PHILLIPS J | 327635 | 2/28/17 | 320.00 |
| SAFRAN MORPHOTRUST | INVESTIGATIVE SERVICES - JANUARY | 327636 | 2/28/17 | 14.00 |
| SAN BERNARDINO CNTY SHERIFF'S | TRAINING TUITION MOTORCYCLE / VILLARIASA | 327637 | 2/28/17 | 1,329.00 |
| SDG&E | STREETS DIVISION GAS & ELECTRIC UTILITIES | 327638 | 2/28/17 | 76,491.85 |
| SEGAL, M | ADV SUBS / FIELD EVIDENCE TECH COURSE / PD | 327639 | 2/28/17 | 1,342.00 |
| SHEPHARD, S | ADV SUBS / SHERMAN BLOCK SLI / SESSION 6 | 327640 | 2/28/17 | 384.00 |
| SHERWIN WILLIAMS | MOP# 77816 PAINT SUPPLIES / PW FACILITIES | 327641 | 2/28/17 | 392.40 |
| SITEONE LANDSCAPE SUPPLY LLC | MOP# 69277 HORTICULTURAL ITEMS / PARKS | 327642 | 2/28/17 | 179.74 |
| SMART & FINAL | MOP #45756/PROMOTIONAL SUPPLIES/HR | 327643 | 2/28/17 | 48.95 |
| SO CAL TRUCK STOP INC | MOP# 45758 OIL SUPPLIES / PW. | 327644 | 2/28/17 | 26.69 |
| SOLAR CITY | FEE REFUND / BUILDING | 327645 | 2/28/17 | 250.51 |
| SPRINGER, K | ADV LODGE/SUB FOR TRAINING PD | 327646 | 2/28/17 | 288.71 |
| STAPLES BUSINESS ADVANTAGE | MOP 45704. OFFICE SUPPLIES FOR TINY TOTS | 327647 | 2/28/17 | 972.78 |
| STAPLES BUSINESS ADVANTAGE | MOP 45704. SUPPLIES / CITY ATTORNEY'S OFFICE | 327648 | 2/28/17 | 284.59 |
| SUPERIOR READY MIX | TACK OIL, 3/8 SHEET AND COLD MIX / PW | 327649 | 2/28/17 | 1,935.46 |
| SWEETWATER AUTHORITY | FACILITIES DIVISION WATER UTILITIES | 327650 | 2/28/17 | 10,181.11 |
| T MAN TRAFFIC SUPPLY | MOP#76666 TRAFFIC SUPPLIES / PW | 327651 | 2/28/17 | 1,198.43 |
| THOMSON REUTERS WEST | LEGAL RESEARCH - JANUARY | 327652 | 2/28/17 | 809.85 |
| TINOSA INC | SCBA MASK TESTS / FIRE | 327653 | 2/28/17 | 743.93 |
| U S BANK | CREDIT CARD EXPENSES / CITY ATTORNEY'S OFFICE | 327654 | 2/28/17 | 1,172.78 |
| U S HEALTHWORKS | MEDICAL SERVICES | 327655 | 2/28/17 | 333.00 |
| UNITED ROTARY BRUSH CORP | STREET SWEEPER REPAIRS / PW | 327656 | 2/28/17 | 533.77 |
| VILLARIASA, S | TRAINING ADV SUB MOTOR / PD | 327657 | 2/28/17 | 1,280.00 |
| VILLARIASA, S | TUITION ADV SUB PRE MOTOR / PD | 327658 | 2/28/17 | 546.94 |
| WAXIE SANITARY SUPPLY | JANITORIAL SUPPLIES / PW | 327659 | 2/28/17 | 1,428.90 |
| WEST PAYMENT CENTER | LEGAL PUBLICATIONS | 327660 | 2/28/17 | 528.46 |
| WESTFLEX INDUSTRIAL | MOP#63850 SUPPLIES / PW | 327661 | 2/28/17 | 45.74 |
| WILKINS, T | ADV LODGE/SUB FOR TRAINING / PD | 327662 | 2/28/17 | 288.71 |
| WILLY'S ELECTRONIC SUPPLY | MOP 45763. BATTERIES FOR CASA DE SALUD/CSD | 327663 | 2/28/17 | 18.49 |
| YBARRA, A | ADV LODGE/SUB FOR TRAINING / PD | 327664 | 2/28/17 | 421.20 |
| | | | A/P Total | 706,006.27 |
| WIRED PAYMENTS | | | | |
| PARADISE CREEK HOUSING PARTNER | REMEDIATION COSTS / HOUSING | 807483 | 2/28/17 | 452,887.00 |
| CITY OF SAN DIEGO | METROPOLITAN SEWERAGE SYSTEM SERVICES | 817824 | 2/28/17 | 1,447,937.00 |
| PUBLIC EMP RETIREMENT SYSTEM | SERVICE PERIOD 01/31/17 - 02/13/17 | 2222017 | 2/22/17 | 420,103.88 |

PAYROLL

| Pay period | Start Date | End Date | Check Date | |
|------------|------------|-----------|------------|------------|
| 31 | 2/14/2017 | 2/27/2017 | 3/8/2017 | 997,212.72 |

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 18th OF APRIL, 2017.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #36 for the period of 03/01/17 through 03/07/17 in the amount of \$1,483,233.11.
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 18, 2017

AGENDA ITEM NO. _____

ITEM TITLE:

Warrant Register #36 for the period of 03/01/17 through 03/07/17 in the amount of \$1,483,233.11.
(Finance)

PREPARED BY: K. Apalategui

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: Mark Zetser

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 03/01/17 through 03/07/17.

Consistent with Department of Finance, listed below are all payments above \$50,000.

| <u>Vendor</u> | <u>Check/Wire</u> | <u>Amount</u> | <u>Explanation</u> |
|---------------------------|-------------------|---------------|--|
| Dick Miller Inc | 327700 | 121,695.00 | Plaza Blvd. & 14 th St. Project |
| D-Max Engineering | 327702 | 62,114.93 | NC Wastewater Support Svcs / Eng |
| ESGIL Corporation | 327705 | 170,061.01 | Plan Check / Building |
| Project Professional Corp | 327756 | 55,875.50 | Sewer Line Replacement Phase I Project |
| West Tech Contracting Inc | 327791 | 56,281.21 | Paradise Creek Restoration Project |

FINANCIAL STATEMENT:

ACCOUNT NO.

Warrant total \$1,483,233.11.

APPROVED: Mark Zetser Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION:** ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,483,233.11.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #36

**WARRANT REGISTER #36****3/7/2017**

| <u>PAYEE</u> | <u>DESCRIPTION</u> | <u>CHK NO</u> | <u>DATE</u> | <u>AMOUNT</u> |
|--------------------------------|---|----------------------|--------------------|----------------------|
| A REASON TO SURVIVE | BIKE RACKS PROJECT / ENG | 327666 | 3/7/17 | 7,587.75 |
| ACE UNIFORMS & ACCESSORIES INC | UNIFORM ACCESSORIES / NSD | 327667 | 3/7/17 | 105.28 |
| ACEDO, I | RETIREE HEALTH BENEFITS / MAR 2017 | 327668 | 3/7/17 | 160.00 |
| ACME SAFETY & SUPPLY CORP | UNIVERSAL RIVETS - STREET SUPPLY PW | 327669 | 3/7/17 | 221.85 |
| ACOSTA, V | LICENSE REIMBURSEMENT | 327670 | 3/7/17 | 60.00 |
| ALDEMCO | FOOD / NUTRITION CENTER | 327671 | 3/7/17 | 1,538.89 |
| ALL FRESH PRODUCTS | FOOD / NUTRITION CENTER | 327672 | 3/7/17 | 384.39 |
| ANDERSON, E | RETIREE HEALTH BENEFITS / MAR 2017 | 327673 | 3/7/17 | 110.00 |
| ASSI SECURITY INC | REPAIRS AND MAINTENANCE ON ELECTRIC DOORS | 327674 | 3/7/17 | 135.00 |
| ATKINS NORTH AMERICA INC | ALLEY DESIGN PROJECT | 327675 | 3/7/17 | 712.50 |
| AUSTIN DOORS | REBUILT BARREL ASSEMBLY | 327676 | 3/7/17 | 2,326.05 |
| BEARD, P | RETIREE HEALTH BENEFITS / MAR 2017 | 327677 | 3/7/17 | 70.00 |
| BECK, L | RETIREE HEALTH BENEFITS / MAR 2017 | 327678 | 3/7/17 | 140.00 |
| BISHOP, R | RETIREE HEALTH BENEFITS / MAR 2017 | 327679 | 3/7/17 | 110.00 |
| BOB MURRAY & ASSOCIATES | PROFESSIONAL SERVICES | 327680 | 3/7/17 | 5,292.25 |
| BOEGLER, C | RETIREE HEALTH BENEFITS / MAR 2017 | 327681 | 3/7/17 | 260.00 |
| BRIAN COX MECHANICAL INC | MAINTENANCE AND INSPECTION - FACILITIES | 327682 | 3/7/17 | 186.00 |
| BULL, P | RETIREE HEALTH BENEFITS / MAR 2017 | 327683 | 3/7/17 | 580.00 |
| CAL UNIFORMS INC | CLASS A UNIFORM / FIRE | 327684 | 3/7/17 | 617.81 |
| CARRILLO, R | RETIREE HEALTH BENEFITS / MAR 2017 | 327685 | 3/7/17 | 290.00 |
| CHULA VISTA PHOTO STUDIO | PHOTOS / FIRE | 327686 | 3/7/17 | 905.10 |
| CLF WAREHOUSE | MOP#80331 AUTO SUPPLIES / MECHANICS PW | 327687 | 3/7/17 | 29.85 |
| COLE, L | RETIREE HEALTH BENEFITS / MAR 2017 | 327688 | 3/7/17 | 165.00 |
| COMMERCIAL AQUATIC SERVICE INC | CHEMICAL POOL SUPPLIES / PW | 327689 | 3/7/17 | 2,060.79 |
| CONDON, D | RETIREE HEALTH BENEFITS / MAR 2017 | 327690 | 3/7/17 | 280.00 |
| CORPUZ, T | RETIREE HEALTH BENEFITS / MAR 2017 | 327691 | 3/7/17 | 140.00 |
| CS LEGACY CONSTRUCTION INC | PARADISE CREEK ED. PARK PROJECT | 327692 | 3/7/17 | 5,925.91 |
| CYNTHIA TITGEN CONSULTING INC | PROFESSIONAL SERVICES - FEBRUARY | 327693 | 3/7/17 | 2,152.50 |
| DANESHFAR, Z | RETIREE HEALTH BENEFITS / MAR 2017 | 327694 | 3/7/17 | 250.00 |
| DANIELS TIRE SERVICE | MOP#76986 TIRE SUPPLIES / MECHANICS PW | 327695 | 3/7/17 | 218.13 |
| DELTA DENTAL | COBRA DENTAL INS / JAN 2017 | 327696 | 3/7/17 | 135.66 |
| DELTA DENTAL INSURANCE CO | PMI DENTAL INS / JAN 2017 | 327697 | 3/7/17 | 55.44 |
| DESROCHERS, P | RETIREE HEALTH BENEFITS / MAR 2017 | 327698 | 3/7/17 | 110.00 |
| DI CERCHIO, A | RETIREE HEALTH BENEFITS / MAR 2017 | 327699 | 3/7/17 | 70.00 |
| DICK MILLER INC | PLAZA BLVD. & 14TH ST. PROJECT | 327700 | 3/7/17 | 121,695.00 |
| DILLARD, S | RETIREE HEALTH BENEFITS / MAR 2017 | 327701 | 3/7/17 | 480.00 |
| D-MAX ENGINEERING | NC WASTEWATER SUPPORT SERVICES / ENG | 327702 | 3/7/17 | 62,114.93 |
| DREDGE, J | RETIREE HEALTH BENEFITS / MAR 2017 | 327703 | 3/7/17 | 250.00 |
| EISER III, G | RETIREE HEALTH BENEFITS / MAR 2017 | 327704 | 3/7/17 | 250.00 |
| EQUIFAX INFORMATION SVCS | CREDIT SERVICES / SECTION 8 | 327705 | 3/7/17 | 52.14 |
| ESGIL CORPORATION | PLAN CHECK / BUILDING | 327706 | 3/7/17 | 170,061.01 |
| FABINSKI, D | RETIREE HEALTH BENEFITS / MAR 2017 | 327707 | 3/7/17 | 220.00 |
| FIFIELD, K | RETIREE HEALTH BENEFITS / MAR 2017 | 327708 | 3/7/17 | 540.00 |
| FLEET SERVICES INC | FLEET AUTO SUPPLIES - PW | 327709 | 3/7/17 | 1,543.81 |
| FLYERS ENERGY LLC | MOBIL SUPER SYN OIL 5W-30 - FLEET PW | 327710 | 3/7/17 | 1,588.00 |
| GELSKEY, K | RETIREE HEALTH BENEFITS / MAR 2017 | 327711 | 3/7/17 | 115.00 |
| GEOSYNTEC CONSULTANTS INC | PARADISE CREEK EMERGENCY MAINT PROJECT | 327712 | 3/7/17 | 855.00 |
| GIBBS JR, R | RETIREE HEALTH BENEFITS / MAR 2017 | 327713 | 3/7/17 | 120.00 |
| GONZALES, M | RETIREE HEALTH BENEFITS / MAR 2017 | 327714 | 3/7/17 | 480.00 |



WARRANT REGISTER #36

3/7/2017

| <u>PAYEE</u> | <u>DESCRIPTION</u> | <u>CHK NO</u> | <u>DATE</u> | <u>AMOUNT</u> |
|--------------------------------|---|---------------|-------------|---------------|
| GRAINGER | MOP#65179 SUPPLIES / FACILITIES PW | 327715 | 3/7/17 | 647.81 |
| HAMEL, K | EDUCATION REIMBURSEMENT | 327716 | 3/7/17 | 600.00 |
| HANSON, E | RETIREE HEALTH BENEFITS / MAR 2017 | 327717 | 3/7/17 | 135.00 |
| HARLAN, M | RETIREE HEALTH BENEFITS / MAR 2017 | 327718 | 3/7/17 | 500.00 |
| HARRIS & ASSOCIATES | PARADISE CREEK SEWER PROJECT | 327719 | 3/7/17 | 5,364.00 |
| HAUG, S | RETIREE HEALTH BENEFITS / MAR 2017 | 327720 | 3/7/17 | 120.00 |
| HEALTH NET | FULL NETWORK R1192Q JAN 2017 | 327721 | 3/7/17 | 607.87 |
| HERNANDEZ, R | RETIREE HEALTH BENEFITS / MAR 2017 | 327722 | 3/7/17 | 400.00 |
| HODGES, B | RETIREE HEALTH BENEFITS / MAR 2017 | 327723 | 3/7/17 | 200.00 |
| HONDO, E | RETIREE HEALTH BENEFITS / MAR 2017 | 327724 | 3/7/17 | 110.00 |
| IBARRA, J | RETIREE HEALTH BENEFITS / MAR 2017 | 327725 | 3/7/17 | 780.00 |
| INNOVATIVE CONSTRUCTION | E. 16TH ST. & GROVE ST. PROJECT | 327726 | 3/7/17 | 25,356.00 |
| JAMES, R | RETIREE HEALTH BENEFITS / MAR 2017 | 327727 | 3/7/17 | 140.00 |
| JUNIEL, R | RETIREE HEALTH BENEFITS / MAR 2017 | 327728 | 3/7/17 | 50.00 |
| KAISER FOUNDATION HEALTH PLANS | RETIREE INS COBRA / JAN 2016 | 327729 | 3/7/17 | 3,221.88 |
| KIMBLE, R | RETIREE HEALTH BENEFITS / MAR 2017 | 327730 | 3/7/17 | 300.00 |
| LANDA, A | RETIREE HEALTH BENEFITS / MAR 2017 | 327731 | 3/7/17 | 155.00 |
| LEON, L | RETIREE HEALTH BENEFITS / MAR 2017 | 327732 | 3/7/17 | 500.00 |
| LIEBERT CASSIDY WHITMORE | PROFESSIONAL SERVICES | 327733 | 3/7/17 | 3,900.00 |
| LIMFUECO, M | RETIREE HEALTH BENEFITS / MAR 2017 | 327734 | 3/7/17 | 160.00 |
| MATIENZO, M | RETIREE HEALTH BENEFITS / MAR 2017 | 327735 | 3/7/17 | 100.00 |
| MC CABE, T | RETIREE HEALTH BENEFITS / MAR 2017 | 327736 | 3/7/17 | 280.00 |
| MEDIFIT COMMUNITY SERVICES LLC | MANAGEMENT FEE~ JANUARY 2017 | 327737 | 3/7/17 | 2,049.40 |
| MEDINA, R | RETIREE HEALTH BENEFITS / MAR 2017 | 327738 | 3/7/17 | 105.00 |
| MINER, D | RETIREE HEALTH BENEFITS / MAR 2017 | 327739 | 3/7/17 | 580.00 |
| MYERS, B | RETIREE HEALTH BENEFITS / MAR 2017 | 327740 | 3/7/17 | 140.00 |
| NATIONAL CITY TROPHY | NAME PLATES / FIRE | 327741 | 3/7/17 | 113.36 |
| NEWTON DISTRIBUTING COMPANY | LOCKERS FOR THE SENIOR CENTER / CSD | 327742 | 3/7/17 | 3,833.00 |
| NOTEWARE, D | RETIREE HEALTH BENEFITS / MAR 2017 | 327743 | 3/7/17 | 120.00 |
| O'REILLY AUTO PARTS | MOP#75877 AUTO SUPPLIES / MECHANICS PW | 327744 | 3/7/17 | 357.28 |
| PACIFIC AUTO REPAIR | MOP#72448 AUTO SUPPLIES / MECHANICS PW | 327745 | 3/7/17 | 212.50 |
| PADRE JANITORIAL SUPPLIES | JANITORIAL SUPPLIES / NUTRITION | 327746 | 3/7/17 | 164.63 |
| PARTS AUTHORITY METRO LLC | MOP# 75943 AUTO SUPPLIES / MECHANICS PW | 327747 | 3/7/17 | 280.83 |
| PARTS AUTHORITY METRO LLC | MOP# 75943 AUTO SUPPLIES / MECHANICS PW | 327748 | 3/7/17 | 51.44 |
| PAUU JR, P | RETIREE HEALTH BENEFITS / MAR 2017 | 327749 | 3/7/17 | 340.00 |
| PEASE JR, D | RETIREE HEALTH BENEFITS / MAR 2017 | 327750 | 3/7/17 | 140.00 |
| PETERS, S | RETIREE HEALTH BENEFITS / MAR 2017 | 327751 | 3/7/17 | 290.00 |
| POST, R | RETIREE HEALTH BENEFITS / MAR 2017 | 327752 | 3/7/17 | 280.00 |
| POWERSTRIDE BATTERY CO INC | MOP# 67839 AUTO SUPPLIES / MECHANICS PW | 327753 | 3/7/17 | 83.53 |
| PRO BUILD | MOP# 45707 SUPPLIES / PW | 327754 | 3/7/17 | 1,270.29 |
| PRO-EDGE KNIFE | KNIFE SHARPENING SERVICE / NUTRITION | 327755 | 3/7/17 | 46.00 |
| PROJECT PROFESSIONALS CORP | SEWER LINE REPLACEMENT PHASE I PROJECT | 327756 | 3/7/17 | 55,875.50 |
| PRUDENTIAL OVERALL SUPPLY | MOP# 45742 LAUNDRY SERVICES / PW | 327757 | 3/7/17 | 463.58 |
| RAY, S | RETIREE HEALTH BENEFITS / MAR 2017 | 327758 | 3/7/17 | 190.00 |
| ROARK, L | RETIREE HEALTH BENEFITS / MAR 2017 | 327759 | 3/7/17 | 135.00 |
| RUIZ, J | RETIREE HEALTH BENEFITS / MAR 2017 | 327760 | 3/7/17 | 310.00 |
| SAN DIEGO FRICTION PRODUCTS | ROTOR SUPPLIES FOR FLEET PW | 327761 | 3/7/17 | 1,113.14 |
| SAN DIEGO GAS & ELECTRIC | GAS & ELECTRIC UTILITIES / NUTRITION | 327762 | 3/7/17 | 2,021.22 |
| SAN DIEGO UNION TRIBUNE | EL TOYON LAS | 327763 | 3/7/17 | 688.44 |



WARRANT REGISTER #36

3/7/2017

| <u>PAYEE</u> | <u>DESCRIPTION</u> | <u>CHK NO</u> | <u>DATE</u> | <u>AMOUNT</u> |
|-------------------------------|--|---------------|-------------|---------------|
| SDG&E | FACILITIES DIVISION GAS & ELECTRIC UTILITIES | 327764 | 3/7/17 | 26.19 |
| SEAPORT MEAT COMPANY | MEAT / NUTRITION CENTER | 327765 | 3/7/17 | 920.99 |
| SERVATIUS, J | RETIREE HEALTH BENEFITS / MAR 2017 | 327766 | 3/7/17 | 340.00 |
| SHORT, C | RETIREE HEALTH BENEFITS / MAR 2017 | 327767 | 3/7/17 | 300.00 |
| SITEONE LANDSCAPE SUPPLY LLC | MOP#69277 HORTICULTURAL ITEMS / PARKS PW | 327768 | 3/7/17 | 550.63 |
| SMITH, J | RETIREE HEALTH BENEFITS / MAR 2017 | 327769 | 3/7/17 | 320.00 |
| SOUTH BAY MOTORSPORTS | R & M CITY VEHICLES / PW | 327770 | 3/7/17 | 45.03 |
| SOUTH COAST EMERGENCY | PSI GAUGE PIERCE - PW FLEET | 327771 | 3/7/17 | 1,108.90 |
| SOUTHWEST SIGNAL SERVICE | TRAFFIC SIGNAL MAINTENANCE/JAN 2017 | 327772 | 3/7/17 | 17,449.31 |
| SPEEDPRO IMAGING | DIE CUT REFLECTIVE VINYL - PW FLEET VEHI | 327773 | 3/7/17 | 172.36 |
| STAPLES BUSINESS ADVANTAGE | MOP 45704 OFFICE SUPPLIES | 327774 | 3/7/17 | 756.71 |
| STC TRAFFIC INC | PEDESTRIAN MIDBLOCK CROSSING PROJECT | 327775 | 3/7/17 | 39,402.75 |
| STEWART, W | RETIREE HEALTH BENEFITS / MAR 2017 | 327776 | 3/7/17 | 200.00 |
| STRASEN, W | RETIREE HEALTH BENEFITS / MAR 2017 | 327777 | 3/7/17 | 135.00 |
| SWEETWATER AUTHORITY | PARKS DIVISION WATER UTILITIES | 327778 | 3/7/17 | 1,406.49 |
| SYSCO SAN DIEGO INC | FOOD / NUTRITION CENTER | 327779 | 3/7/17 | 4,415.64 |
| TERRA BELLA NURSERY INC | 15G CASSIA LEPTOPHYLLOUS TREES - PARKS PW | 327780 | 3/7/17 | 301.61 |
| THE LIGHTHOUSE INC | MOP#45726 AUTO PARTS / FLEET PW | 327781 | 3/7/17 | 74.41 |
| TIPTON, B | RETIREE HEALTH BENEFITS / MAR 2017 | 327782 | 3/7/17 | 250.00 |
| TODD PIPE & SUPPLY LLC | PLUMBING MATERIALS & PARTS / PW | 327783 | 3/7/17 | 1,625.22 |
| TOPECO PRODUCTS | MOP#63849 AUTO PARTS / FLEET PW | 327784 | 3/7/17 | 54.62 |
| UNITED RENTALS | CORE DRILL ELECTRIC / STREET PW | 327785 | 3/7/17 | 180.52 |
| UNITED ROTARY BRUSH CORP | MOP# 62683 AUTO SUPPLIES / MECHANICS PW | 327786 | 3/7/17 | 265.43 |
| VALLEY POWER SYSTEMS INC | AUTO SENSOR SUPPLIES / FLEET PW | 327787 | 3/7/17 | 136.38 |
| VERRY, L | RETIREE HEALTH BENEFITS / MAR 2017 | 327788 | 3/7/17 | 280.00 |
| VILLAGOMEZ, J | RETIREE HEALTH BENEFITS / MAR 2017 | 327789 | 3/7/17 | 480.00 |
| VULCAN MATERIALS COMPANY | SAND FOR SAND BAGS - STREETS PW | 327790 | 3/7/17 | 144.60 |
| WEST TECH CONTRACTING INC | PARADISE CREEK RESTORATION PROJECT | 327791 | 3/7/17 | 56,281.21 |
| WESTAIR GASES & EQUIPMENT INC | PROPANE CYLD REFILL - STREETS PW | 327792 | 3/7/17 | 216.19 |
| WHITE, J | RETIREE HEALTH BENEFITS / MAR 2017 | 327793 | 3/7/17 | 230.00 |
| ZENGOTA, V | RETIREE HEALTH BENEFITS / MAR 2017 | 327794 | 3/7/17 | 300.00 |
| FEDEX | FEDEX SHIPPING SERVICES | 327795 | 3/7/17 | 98.48 |

A/P Total 637,101.41

SECTION 8 HAPS

Start Date
3/1/2017End Date
3/7/2017

846,131.70

GRAND TOTAL

\$1,483,233.11

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 18th OF APRIL, 2017.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Public Hearing to consider adoption of an ordinance of the City Council of the City of National City adopted pursuant to Government Code Section 65858 as an Urgency Measure to take effect immediately, extending for 10 months and 15 days a moratorium prohi

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 18, 2017

AGENDA ITEM NO.

ITEM TITLE: Public Hearing to consider adoption of an ordinance of the City Council of the City of National City adopted pursuant to Government Code Section 65858 as an Urgency Measure to take effect immediately, extending for 10 months and 15 days a moratorium prohibiting the issuance of massage technician permits or licenses, and prohibiting new massage establishments from locating within the City of National City.

PREPARED BY: George H. Eiser, III

DEPARTMENT: Interim City Attorney

PHONE: 336-4222

APPROVED BY: 

EXPLANATION:

On March 7, 2017, the City Council enacted Ordinance No. 2017-2433 as an urgency ordinance, to take effect immediately, imposing a 45-day moratorium prohibiting the issuance of massage technician permits or licenses, and prohibiting new massage establishments from locating within the City. The moratorium will expire on April 21, 2017, unless extended. An ordinance is proposed as a companion item on this Agenda to extend the moratorium for 10 months and 15 days. This public hearing, which has been noticed as required by law, is a required preliminary step toward adopting the ordinance.

The moratorium was enacted due to the need for the City to revise its regulations pertaining to massage technician permits and massage establishments. The needed revisions have been complicated by the unsettled status of state law in this area. City staff has worked diligently to prepare the needed revisions since enactment of Ordinance No. 2017-2433; additional time is required to complete these revisions.

At its meeting on April 4, 2017, the City Council adopted a resolution approving the issuance of a written report on this subject. In addition to the proposed ordinance, a copy of the written report approved by the City Council on April 4, 2017 is attached.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Conduct Public Hearing.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Notice of Public Hearing
Report to the City Council
Memorandum to City Council dated March 7, 2017
Proposed Ordinance



CITY OF NATIONAL CITY

Office of the City Clerk

1243 National City Blvd., National City, California 91950-4397
619-336-4228 phone

Michael R. Della, CMC - City Clerk

NOTICE OF PUBLIC HEARING

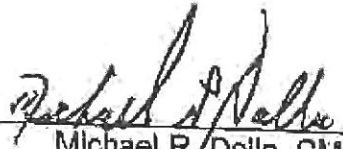
NOTICE IS HEREBY GIVEN that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., **Tuesday, April 18, 2017**, in the City Council Chambers, 1243 National City Blvd., National City, CA., to consider:

EXTENDING FOR AN ADDITIONAL 10 MONTHS AND 15 DAYS THE PREVIOUSLY ADOPTED INTERIM ORDINANCE ADOPTED PURSUANT TO GOVERNMENT CODE SECTION 65858 AS AN URGENCY MEASURE ENACTING A MORATORIUM PROHIBITING THE ISSUANCE OF MASSAGE TECHNICIAN PERMITS OR LICENSES AND PROHIBITING NEW MASSAGE ESTABLISHMENTS FROM LOCATING WITHIN THE CITY OF NATIONAL CITY FOR A PERIOD OF 45 DAYS.

The City Council will issue a written report on April 4, 2017 describing the measures taken to alleviate the conditions which led to the adoption of the Moratorium Ordinance. The full text of the report will be available for viewing in the City Clerk's office during normal business hours.

Anyone interested in this matter may appear at the above time and place and be heard. If you challenge the nature of the proposed action, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this Notice, or in written correspondence delivered to the undersigned.

March 29, 2017


Michael R. Della, CMC
City Clerk

REPORT TO THE CITY COUNCIL

MORATORIUM ORDINANCE PROHIBITING THE ISSUANCE OF MASSAGE TECHNICIAN PERMITS OR LICENSES FOR A PERIOD OF 45 DAYS, AND PROHIBITING NEW MASSAGE ESTABLISHMENTS FROM LOCATING WITHIN THE CITY FOR A PERIOD OF 45 DAYS

(Government Code Section 65858(d))

On March 7, 2017, the City Council enacted Ordinance No. 2017-2433 as an urgency ordinance, to take effect immediately, imposing a 45-day moratorium prohibiting the issuance of massage technician permits or licenses, and prohibiting new massage establishments from locating within the City. Since the enactment of that Ordinance, the City has taken the following actions to alleviate the condition that led to the adoption of the ordinance:

1. Review and Amendment of Current National City Municipal Code regulations: The City Attorney's Office has begun revising Chapters 10.70 (Police Regulated Business Regulations), 10.79 (Massage Establishments), and 18.30 (Adult Oriented Businesses). This includes an initial meeting with the Planning Department, Neighborhood Services, and Police, to discuss properly zoning massage establishments and establishing a Conditional Use Permit requirement. The City's Land Use Code, Chapter 18.30 currently designates a massage establishment as an "adult-oriented business" which is now prohibited under state law.
2. Inventoried Existing Massage Establishments: Three massage businesses were found to be operating illegally due to prostitution related arrests. The City Attorney worked with the Police Department and Neighborhood Services to take the necessary steps to ensure they immediately closed down and vacated the premises. The City Attorney has been working with the relevant property owners and tenants including attorneys hired to represent them to work towards this goal. Notices of Violation including notices of permit revocations were drafted and sent to all relevant parties. The notices included correcting any outstanding code violations at the properties. The three illegal businesses have shut down and vacated the premises. Additionally, the City's Finance Department researched business license records and determined that there currently are three massage establishments operating legally with the appropriate licenses and permits within the City. There is an unenclosed business located within Plaza Bonita consisting of four chairs on which customers may receive a massage, but this business would not come within the definition of "massage parlor" in Chapter 18.30. However, the business falls under the definition of "massage establishment" under Chapter 10.79 thus would require a police permit. It has been determined that this business has a business license to do foot reflexology. Amendments to the Municipal Code will be recommended in the near future to clarify any distinctions between different types of massage related businesses as well as establish a clear procedure for opening a massage related business.

3. Review of Inquires/Pending Permit Applications: Since the moratorium has passed, there has been one inquiry to the City's Finance Department about a license or permit for a new massage establishment. There were two permits pending police approval at the time the ordinance was passed on March 7, 2017. Letters were drafted and sent to these applicants informing them of the new ordinance, that their applications for a permit to operate a massage business would no longer be processed, and finally, that a new ordinance was forthcoming.

Summary

The moratorium was originally enacted due to the need for the City to revise its regulations pertaining to massage technician permits and massage establishments so that it is in accordance with State law. City staff is preparing a new ordinance which includes revisions in three different chapters of the National City Municipal Code. This includes a revision in the City's land use code which will trigger Planning Commission approval. In addition, after the moratorium passed, City staff took the appropriate steps necessary to ensure the illegal massage businesses shut down immediately and vacated the premises. City staff is also continuing to inventory all remaining massage businesses, and has reviewed and addressed any outstanding permit applications. City staff needs additional time to finish drafting a comprehensive ordinance pertaining to massage related establishments.

Mayor
Ron Morrison

Council Members
Jerry Cano
Alejandra Sotelo-Solis
Mona Rios
Albert Mendivil



Interim City Attorney
George H. Eiser, III

Senior Assistant City Attorney
Nicole Pedone

Deputy City Attorney
Roberto M. Contreras

MEMORANDUM

TO: Mayor and City Council

FROM: Interim City Attorney

SUBJECT: Interim Ordinance to Adopt as an Urgency Measure a Moratorium Prohibiting Issuance of a Massage Technician Permits or Licenses and Prohibiting New Massage Establishments from Locating within the City for a Period of 45 Days

DATE: March 7, 2017

INTRODUCTION

The proposed interim ordinance would impose a moratorium prohibiting the issuance of new massage technician permits, and prohibiting new massage establishments from locating within the City for a period of 45 days. The interim ordinance requires a 4/5 vote of the City Council for approval, and would take effect immediately.

DISCUSSION

Current National City Massage Establishment Regulations

The permitting, regulation, and zoning provisions pertaining to massage technicians and massage establishments in National City are currently found in Chapters 10.70, 10.79, and 18.30 of the Municipal Code.

Chapter 10.70, titled "Police Regulated Business Regulations", establishes procedures for permit issuance and regulation of certain businesses and activities as "police regulated" for the protection of the public health, safety, and welfare. Businesses and activities regulated by this Chapter are identified in Chapters 10.71 through 10.79, and include massage technicians and massage establishments. Section 10.70.010(A) recites that such businesses and activities have a higher degree of potential for one or more types of illicit activity, including prostitution and disorderly conduct. In addition to a business license and other required permits, massage technicians and massage establishments must obtain a permit from the Chief of Police, after undergoing an application process that may include fingerprinting and furnishing a criminal history.

Chapter 10.79, titled "Massage Establishments", provides "for the orderly regulation of massage establishment businesses in the City in order to prevent the facilitation of prostitution". Chapter

10.79 requires any massage technician or massage establishment to obtain a massage technician permit or massage operator permit, respectively, in accordance with the procedures set forth in Chapter 10.70. Additionally, Chapter 10.79 sets forth minimum operating and facilities requirements for massage establishments, including the requirement that facilities contain at least one tub or shower, and that during hours of operation massage technicians be fully covered from a point not to exceed four inches above the center of the kneecap to the base of the neck.

Chapter 18.30, titled "Specific Use Regulations," and more specifically, Section 18.30.030, titled "Adult-oriented businesses," are found in Title 18, which contains the zoning and land use regulations of the Municipal Code. Section 18.30.010 states the purpose of Chapter 18.30 is to provide standards for certain land uses and activities that require special standards to mitigate their potential adverse impacts. "Massage parlors" are included as "adult-oriented businesses" within the scope of the regulations set forth in Section 18.30.030. That section provides that all adult-oriented businesses, including massage parlors, are prohibited from being established or operated within 1,500 feet of another adult-oriented business, within 1,500 feet of any school or park within the City, or within 1,000 feet of any residentially-zoned property. The section further provides that massage parlors are permitted only upon issuance of a conditional use permit (CUP).

State Law Authorizing City Regulation of Massage Establishments

The City derives its authority to regulate massage establishments from Article XI, Section 7 of the California Constitution, as well as from statutes enacted by the State Legislature, including Section 4600 et seq. of the California Business & Professions Code, and Section 51030 et seq. of the California Government Code.

Section 4600 et seq. of the Business & Professions Code is commonly known as the Massage Therapy Act (the "Act"). Section 4600.5 of the Act states that it is the intent of the State Legislature that broad control over land use in regulating massage establishments be vested in local governments, and that the requirements and practice of the profession of massage therapy remain a matter of statewide concern. Section 4602 creates the California Massage Therapy Council, which is authorized to exercise extensive control over the licensing and regulation of individuals engaged in the practice of massage. Section 4603.1 states that local governments shall impose and enforce only "reasonable and necessary" fees and regulations on massage businesses and massage establishments. Section 4612 provides that a city shall not enact or enforce an ordinance that conflicts with the Act, or with Section 51034 of the Government Code.

The Massage Therapy Act was enacted as urgency legislation by the State Legislature in January, 2009, to take effect immediately. Certain provisions of the Act were amended more recently, first in 2014 and again in 2016, certain of which amendments were inconsistent with the original version of the Act, with the latest amendment taking effect January 1, 2017. This frequent change in statutory provisions has created some uncertainty concerning the manner and degree to which cities may regulate massage technicians and massage establishments.

In addition to the Massage Therapy Act, city control over massage businesses is governed by Section 51030 et seq. of the Government Code. While Section 51030 provides that the legislative body of a city may enact an ordinance which provides for the licensing of the business of massage, Section 51034 sets forth 11 specific types of conduct which a city *cannot* engage in

when regulating massage businesses. These provisions create inconsistencies with certain current provisions of the Municipal Code, including the following:

- Section 51034(c)(2) prohibits a city from defining a massage establishment as an “adult business;” Section 18.30.030(B)(14) of the Municipal Code includes “massage parlor” within the definition of “adult-oriented business,” and imposes special regulations on such adult-oriented businesses.
- Section 51034(c)(4) prohibits a city from requiring a massage establishment to have a shower or a bath; Section 10.79.070(G) of the Municipal Code requires massage establishments to have a minimum of one tub or shower.
- Section 51034(c)(8) prohibits a city from imposing a requirement that a person certified under the Massage Therapy Act undergo a criminal background check or submit fingerprints to obtain a massage permit or license; Section 10.70.030(A) of the Municipal Code provides that the Chief of Police may require a person applying for a permit to practice massage or operate a massage establishment to be fingerprinted; Section 10.70.030(B) provides that an applicant shall submit information regarding arrests; and Section 10.79.060 sets forth additional requirements such as a certificate from a medical doctor and that a massage technician shall furnish fingerprints.
- Section 51034(c)(10) prohibits a city from imposing a dress code requirement on a person certified pursuant to the Act in excess of those already imposed by the Act; Section 10.79.080(K) of the Municipal Code requires massage technicians to be fully covered from a point not to exceed four inches above the center of the kneecap to the base of the neck, a stricter dress requirement than that set forth in the Act.

The Necessity for Amending the Municipal Code

As discussed above, there are certain provisions of the Municipal Code applicable to the regulation of massage technicians and massage establishments that are clearly inconsistent with the binding mandates and prohibitions of state law in this field of regulation. A valid ordinance regulating massage technicians and massage establishments is necessary to protect the public health, safety, and welfare, in that such an ordinance will ensure that legitimate businesses of massage are operated in a clean and sanitary manner, and that problems with lewd conduct and prostitution do not arise with businesses that are not legitimate.

Why an Urgency Ordinance Imposing an Immediate Moratorium is Being Proposed

The Police Department reports a recent increase in prostitution activity at several business locations throughout the City operating under the guise of massage establishments. At least six (6) of such illegitimate massage establishments have been identified, all operating without the required City permits or licenses and in violation of numerous local and state laws. A well-drafted ordinance, consistent with state law, is required to prevent such illegitimate businesses from being established in the City, as well as to ensure that legitimate massage businesses are operated in a clean and sanitary manner.

Because sufficient time is needed to prepare such an ordinance, it is recommended that the City Council enact an urgency ordinance imposing a moratorium upon the issuance of any new license or permit for the practice of massage, or the establishment of any new massage establishment, within the City. If approved by the City Council, the moratorium would not affect persons currently engaged in the lawful practice of massage, or lawful massage establishments currently operating within the City. The City Council has enacted moratoriums in the past affecting several land uses, including payday lenders, fast food restaurants, adult-oriented businesses, and previously in 2010, massage establishments.

Statutory Authority for Moratorium Ordinance

Section 65858 of the California Government Code authorizes a city, in order to protect the public health, safety, and welfare, and without following the procedures otherwise required, to adopt an interim ordinance as an urgency measure to take effect immediately, prohibiting any uses that may be in conflict with a zoning proposal that the legislative body, planning commission, or the planning department is considering or studying or intends to study within a reasonable time. The initial period that the interim ordinance remains in effect is 45 days. After issuance of a written report detailing the measures taken to alleviate the condition which led to the adoption of the interim ordinance, and a public hearing, the interim ordinance may be extended for additional periods of 10 months and 15 days, and subsequently for one year. A four-fifths vote of the City Council is required to pass the ordinance in each case.

CONCLUSION

It is recommended that the City Council approve an interim ordinance on an urgency basis prohibiting the issuance of new massage technician permits, and prohibiting new massage establishments from locating within the City for a period of 45 days.



George H. Eiser, III
Interim City Attorney

Attachment

ORDINANCE NO. 2017 – 2435

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
ADOPTED PURSUANT TO GOVERNMENT CODE SECTION 65858
AS AN URGENCY MEASURE TO TAKE EFFECT IMMEDIATELY,
EXTENDING FOR 10 MONTHS AND 15 DAYS A MORATORIUM
PROHIBITING THE ISSUANCE OF MASSAGE TECHNICIAN PERMITS
OR LICENSES AND PROHIBITING NEW MASSAGE ESTABLISHMENTS
FROM LOCATING WITHIN THE CITY OF NATIONAL CITY

WHEREAS, the permitting, regulation, and zoning provisions pertaining to massage establishments within the City of National City are governed by Municipal Code Chapters 10.70 (Police Regulated Business Regulations), 10.79 (Massage Establishments), and 18.30 (Adult Oriented Businesses); and

WHEREAS, the City is authorized to regulate massage establishments pursuant to Article XI, Section 7 of the California Constitution, as well as by state law, including Section 4600, et seq., of the California Business and Professions Code, and Section 51030, et seq., of the California Government Code; and

WHEREAS, Section 4600, et seq., of the California Business and Professions Code, commonly known as the Massage Therapy Act (the "Act"), creates the California Massage Therapy Council, contains extensive provisions pertaining to the licensing and regulation of individuals engaged in the practice of massage, and while it states that a city may enact an ordinance which provides for the licensing of the business of massage, it further states that no city shall enact or enforce any ordinance that conflicts with the Act or with Section 51034 of the California Government Code, thus creating a partially preemptive effect of state law upon municipal regulation of massage establishments; and

WHEREAS, the Massage Therapy Act was enacted as urgency legislation by the State Legislature in January, 2009, and certain provisions of the Act were amended in 2014 and 2016, certain of which amendments were inconsistent with the original version of the Act, and the latest of which amendments was effective January 1, 2017, all of which created some uncertainty concerning the manner and degree to which cities may regulate massage technicians and massage establishments; and

WHEREAS, Section 51034 of the Government Code was amended by the State Legislature in 2016, effective January 1, 2017, creating inconsistencies between the prohibitory provisions of that section and certain current provisions of the Municipal Code, including the following:

- Section 51034(c)(2) prohibits a city from defining a Massage Establishment as an "adult business", and regulating a massage establishment as an adult entertainment; Section 18.30.030(8)(14) of the Municipal Code includes "massage parlor" within the definition of "adult-oriented business", and imposes special regulations on adult-oriented businesses.
- Section 51034(c)(4) prohibits a city from requiring a massage establishment to have a shower or bath; Section 10.79.070(G) of the Municipal Code requires massage establishments to have a minimum of one tub or shower.

- Section 51034(c)(8) prohibits a city from imposing a requirement that a person certified under the Massage Therapy Act undergo a criminal background check or submit fingerprints to obtain a massage permit or license; Section 10.70.030(A) of the Municipal Code provides that the Chief of Police may require a person applying for a permit to practice massage or operate a massage establishment to be fingerprinted; Section 10.70.030(8) provides that an applicant shall submit information regarding arrests; and Section 10.79.060 sets forth additional requirements such as a certificate from a medical doctor and that a massage technician shall furnish fingerprints.
- Section 51034(c)(10) prohibits a city from imposing a dress code requirement on a person certified pursuant to the Massage Therapy Act in excess of those already imposed by the Act; Section 10.79.080(K) of the Municipal Code requires massage technicians to be fully covered from a point not to exceed four inches above the center of the kneecap to the base of the neck, which is a stricter requirement than what is set forth in the Act; and

WHEREAS, the Police Department reports a recent increase in prostitution activity at several business locations throughout the City operating under the guise of massage establishments, with at least six (6) of such establishments engaged in such activity and operating without the required City permits or licenses, and in violation of numerous other local and state laws; and

WHEREAS, the City Council finds it necessary and appropriate to review and consider the provisions of the legislation pertaining to massage establishments and technicians enacted over recent years by the State Legislature; and

WHEREAS, the City Council finds that a valid ordinance regulating massage establishments and massage technicians is necessary to protect the public health, safety, and welfare, in that such an ordinance will ensure that to the greatest extent possible, massage businesses will be conducted in a clean and sanitary manner, and in such a way that the operation of such businesses does not involve prostitution and lewd conduct; and

WHEREAS, the City Council finds that there is a current and immediate threat to the public health, safety, and welfare of the city and its residents resulting from the absence of a local ordinance that follows state mandates and prohibitions relating to massage establishments and technicians, and that the location of such establishments, and the issuance of permits and other entitlements for such establishments, would result in a threat to the public health, safety, and welfare if the City's massage regulatory ordinances were to be found invalid; and

WHEREAS, at their regular public hearing held on March 7, 2017, the City Council adopted, as an urgency interim ordinance, Ordinance No. 2010-2433, enacting a moratorium for 45 days prohibiting the issuance of massage technician permits and prohibiting new massage establishments from locating within the City; and

WHEREAS, on April 4, 2017, the City Council adopted Resolution No. 2017-43 Approving and Authorizing Issuance of a Written Report Pertaining to a Moratorium Ordinance Prohibiting the Issuance of Massage Technician Permits or Licenses and Prohibiting New Massage Establishments from Locating within the City; and

WHEREAS, on April 18, 2017, the City Council held a public hearing, at which time oral and documentary evidence was heard, to consider adopting an urgency ordinance to extend for an additional period of 10 months and 15 days the 45 day moratorium established by Ordinance No. 2017-2433; and

WHEREAS, the City Council finds it essential to protect the health, safety, and welfare of the citizens of the City of National City to extend for an additional period of 10 months and 15 days the moratorium established by Ordinance No. 2017-2433 prohibiting the issuance of massage technician permits and the locating of, development, or approval of permits for massage establishments; and

WHEREAS, after appropriate study and legislative review, the City Council intends to adopt an ordinance that would apply throughout the city for the proper regulation of massage establishments and technicians as soon as practicable, and directs the City Attorney's Office to commence the review necessary for the adoption of such proper regulations.

NOW, THEREFORE, the City Council of the City of National City does hereby ordain as follows:

Section 1. For a period of 10 months and 15 days from the effective date of this Ordinance, no massage technician permit shall be issued; no massage establishment not currently existing lawfully within the city shall be located within the city; no building permit, certificate of occupancy, establishment permit, police-regulated business permit, business license, conditional use permit, nor any other permit or entitlement for a massage establishment or massage technician shall be issued; no construction shall take place relating to a massage establishment; and no construction shall take place within the city relating to the location, development, or approval of any massage establishment.

Section 2. This Ordinance is adopted as an urgency ordinance necessary for the immediate preservation of the public health, safety, and welfare within the meaning of Section 65858 of the Government Code, and shall take effect immediately.

Section 3. The City Council hereby directs the City staff to engage in studies and procedures necessary for the adoption or regulations governing massage technicians permits and the locating of massage establishments from locating within the City.

Section 4. If any portion of this Ordinance is found to be invalid, it is the intention of the City Council that the remaining valid provisions of the Ordinance be severed from the invalid provisions and remain in full force and effect.

[Signature Page to Follow]

PASSED and ADOPTED this 18th day of April, 2017.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

George H. Eiser, III
Interim City Attorney

The following page(s) contain the backup material for Agenda Item: An Ordinance of the City Council of the City of National City amending Title 10 Section 10.30.040 of the National City Municipal Code to establish the City Councils authority to govern the sale or use of alcoholic beverages in city-owned buildings operated

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: April 18, 2017

AGENDA ITEM NO. |

ITEM TITLE:

An Ordinance of the City Council of the City of National City amending Title 10 Section 10.30.040 of the National City Municipal Code to establish the City Council's authority to govern the sale or use of alcoholic beverages in city-owned buildings operated and controlled by third parties, within a public park, through written agreements with the City.

PREPARED BY: Stacey Stevenson

DEPARTMENT: City Manager

PHONE: 336-4308

APPROVED BY: 

EXPLANATION:

See attached explanation

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

There is no fiscal impact associated with this action.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, is not subject to environmental review.

ORDINANCE: **INTRODUCTION:** ☒ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Introduce the Ordinance amending Title 10, Section 10.30.040 of City of National City Municipal Code.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Ordinance for Introduction

EXPLANATION

On October 18, 2016, the City Council of the City of National City directed staff to prepare a revision to Title 10 of the National City Municipal Code for Council consideration. Under the provisions of the City of National City Municipal Code, Title 10, Chapter 10.30 – Regulation of Alcoholic Beverages in Public Venues and Places, “It is unlawful for any person in any city park or in any adjacent city-owned public place to consume any alcoholic beverage or to possess an open alcoholic beverage container” (Section 10.30.030). Section 10.30.040 carves out an exception, allowing for the sale or use of alcoholic beverages in such facilities “in conjunction with an application for a temporary use permit pursuant to Chapter 15.60”. The purpose of the proposed amendment is to further clarify the exception under Section 10.30.040 to include the authority of the City Council to govern the sale and use of alcoholic beverages in city-owned buildings, within a park when such buildings are controlled and operated by third parties through written agreement with the City. Similar to the temporary use permit provision, the addition allows for the ability to add specific provisions related to the sale and consumption of alcohol to the written operating agreement for such buildings on a case-by-case basis. The proposed language is as follows (proposed language is underscored):

Section 10.30.40 – Exception – City buildings within city parks.

“Notwithstanding the provisions of Section 10.30.030, the city council may allow the sale or use of alcoholic beverages in a city-owned building located within a public park in conjunction with an application for a temporary use permit pursuant to Chapter 15.60. City-owned buildings which are operated or leased by a third party, pursuant to a written agreement, may be allowed to serve or sell alcohol according to the terms as set forth in that written agreement, and shall not be required to obtain a TUP pursuant to this section.”

ORDINANCE NO. 2017 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AMENDING SECTION 10.30.040 OF THE NATIONAL CITY MUNICIPAL CODE
TO ESTABLISH THE CITY COUNCIL’S AUTHORITY TO GOVERN THE SALE
OR USE OF ALCOHOLIC BEVERAGES IN CITY-OWNED BUILDINGS
OPERATED AND CONTROLLED BY THIRD PARTIES, WITHIN A PUBLIC
PARK, THROUGH WRITTEN AGREEMENTS WITH THE CITY

WHEREAS, under the provisions of the City of National City Municipal Code, Title 10, Chapter 10.30 – Regulation of Alcoholic Beverages in Public Venues and Places – “it is unlawful for any person in any city park or in any adjacent city-owned public place to consume any alcoholic beverage or to possess an open alcoholic beverage container” (Section 10.30.030); and

WHEREAS, Section 10.30.040 carves out an exception, allowing for the sale or use of alcoholic beverages in such facilities “in conjunction with an application for a temporary use permit pursuant to Chapter 15.60”; and

WHEREAS, it is proposed that Section 10.30.040 be amended to add and exception to include the authority of the City Council to govern the sale and use of alcoholic beverages in city-owned buildings within a park when such buildings are controlled and operated by third parties through written agreement with the City; and

WHEREAS, similar to the temporary use permit provision, the amendment allows for the ability to add specific provisions related to the sale and consumption of alcohol to the written operating agreement for such buildings on a case-by-case basis.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of National City that Title 10, Section 10.30.040, of the National City Municipal Code is hereby amended to read as follows:

Section 10.30.040 Exception – City buildings within city parks. Notwithstanding the provisions of Section 10.30.030, the city council may allow the sale or use of alcoholic beverages in a city-owned building located within a public park in conjunction with an application for a temporary use permit pursuant to Chapter 15.60. City-owned buildings which are operated or leased by a third party, pursuant to a written agreement, may be allowed to serve or sell alcohol according to the terms as set forth in that written agreement, and shall not be required to obtain a Temporary Use Permit (TUP) pursuant to Chapter 15.60.

PASSED and ADOPTED this ____ day of _____, 2017.

Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

Michael R. Dalla, City Clerk

George H. Eiser, III
Interim City Attorney

The following page(s) contain the backup material for Agenda Item: An Ordinance of the City Council of the City of National City adopted pursuant to Government Code Section 65858 as an urgency measure to take effect immediately, extending for 10 months and 15 days a moratorium prohibiting the issuance of massage technici

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 18, 2017

AGENDA ITEM NO. |

ITEM TITLE:

An Ordinance of the City Council of the City of National City adopted pursuant to Government Code Section 65858 as an urgency measure to take effect immediately, extending for 10 months and 15 days a moratorium prohibiting the issuance of massage technician permits or licenses, and prohibiting new massage establishments from locating within the City of National City.

PREPARED BY: George H. Eiser, III

DEPARTMENT: Interim City Attorney

PHONE: 336-4222

APPROVED BY: *D. H. Eiser III*

EXPLANATION:

Please see explanation and attachments to companion public hearing item on this Agenda.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☒

STAFF RECOMMENDATION:

Adopt Ordinance.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Proposed Ordinance

ORDINANCE NO. 2017 – 2435

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
ADOPTED PURSUANT TO GOVERNMENT CODE SECTION 65858
AS AN URGENCY MEASURE TO TAKE EFFECT IMMEDIATELY,
EXTENDING FOR 10 MONTHS AND 15 DAYS A MORATORIUM
PROHIBITING THE ISSUANCE OF MASSAGE TECHNICIAN PERMITS
OR LICENSES AND PROHIBITING NEW MASSAGE ESTABLISHMENTS
FROM LOCATING WITHIN THE CITY OF NATIONAL CITY

WHEREAS, the permitting, regulation, and zoning provisions pertaining to massage establishments within the City of National City are governed by Municipal Code Chapters 10.70 (Police Regulated Business Regulations), 10.79 (Massage Establishments), and 18.30 (Adult Oriented Businesses); and

WHEREAS, the City is authorized to regulate massage establishments pursuant to Article XI, Section 7 of the California Constitution, as well as by state law, including Section 4600, et seq., of the California Business and Professions Code, and Section 51030, et seq., of the California Government Code; and

WHEREAS, Section 4600, et seq., of the California Business and Professions Code, commonly known as the Massage Therapy Act (the "Act"), creates the California Massage Therapy Council, contains extensive provisions pertaining to the licensing and regulation of individuals engaged in the practice of massage, and while it states that a city may enact an ordinance which provides for the licensing of the business of massage, it further states that no city shall enact or enforce any ordinance that conflicts with the Act or with Section 51034 of the California Government Code, thus creating a partially preemptive effect of state law upon municipal regulation of massage establishments; and

WHEREAS, the Massage Therapy Act was enacted as urgency legislation by the State Legislature in January, 2009, and certain provisions of the Act were amended in 2014 and 2016, certain of which amendments were inconsistent with the original version of the Act, and the latest of which amendments was effective January 1, 2017, all of which created some uncertainty concerning the manner and degree to which cities may regulate massage technicians and massage establishments; and

WHEREAS, Section 51034 of the Government Code was amended by the State Legislature in 2016, effective January 1, 2017, creating inconsistencies between the prohibitory provisions of that section and certain current provisions of the Municipal Code, including the following:

- Section 51034(c)(2) prohibits a city from defining a Massage Establishment as an "adult business", and regulating a massage establishment as an adult entertainment; Section 18.30.030(8)(14) of the Municipal Code includes "massage parlor" within the definition of "adult-oriented business", and imposes special regulations on adult-oriented businesses.
- Section 51034(c)(4) prohibits a city from requiring a massage establishment to have a shower or bath; Section 10.79.070(G) of the Municipal Code requires massage establishments to have a minimum of one tub or shower.

- Section 51034(c)(8) prohibits a city from imposing a requirement that a person certified under the Massage Therapy Act undergo a criminal background check or submit fingerprints to obtain a massage permit or license; Section 10.70.030(A) of the Municipal Code provides that the Chief of Police may require a person applying for a permit to practice massage or operate a massage establishment to be fingerprinted; Section 10.70.030(8) provides that an applicant shall submit information regarding arrests; and Section 10.79.060 sets forth additional requirements such as a certificate from a medical doctor and that a massage technician shall furnish fingerprints.
- Section 51034(c)(10) prohibits a city from imposing a dress code requirement on a person certified pursuant to the Massage Therapy Act in excess of those already imposed by the Act; Section 10.79.080(K) of the Municipal Code requires massage technicians to be fully covered from a point not to exceed four inches above the center of the kneecap to the base of the neck, which is a stricter requirement than what is set forth in the Act; and

WHEREAS, the Police Department reports a recent increase in prostitution activity at several business locations throughout the City operating under the guise of massage establishments, with at least six (6) of such establishments engaged in such activity and operating without the required City permits or licenses, and in violation of numerous other local and state laws; and

WHEREAS, the City Council finds it necessary and appropriate to review and consider the provisions of the legislation pertaining to massage establishments and technicians enacted over recent years by the State Legislature; and

WHEREAS, the City Council finds that a valid ordinance regulating massage establishments and massage technicians is necessary to protect the public health, safety, and welfare, in that such an ordinance will ensure that to the greatest extent possible, massage businesses will be conducted in a clean and sanitary manner, and in such a way that the operation of such businesses does not involve prostitution and lewd conduct; and

WHEREAS, the City Council finds that there is a current and immediate threat to the public health, safety, and welfare of the city and its residents resulting from the absence of a local ordinance that follows state mandates and prohibitions relating to massage establishments and technicians, and that the location of such establishments, and the issuance of permits and other entitlements for such establishments, would result in a threat to the public health, safety, and welfare if the City's massage regulatory ordinances were to be found invalid; and

WHEREAS, at their regular public hearing held on March 7, 2017, the City Council adopted, as an urgency interim ordinance, Ordinance No. 2010-2433, enacting a moratorium for 45 days prohibiting the issuance of massage technician permits and prohibiting new massage establishments from locating within the City; and

WHEREAS, on April 4, 2017, the City Council adopted Resolution No. 2017-43 Approving and Authorizing Issuance of a Written Report Pertaining to a Moratorium Ordinance Prohibiting the Issuance of Massage Technician Permits or Licenses and Prohibiting New Massage Establishments from Locating within the City; and

WHEREAS, on April 18, 2017, the City Council held a public hearing, at which time oral and documentary evidence was heard, to consider adopting an urgency ordinance to extend for an additional period of 10 months and 15 days the 45 day moratorium established by Ordinance No. 2017-2433; and

WHEREAS, the City Council finds it essential to protect the health, safety, and welfare of the citizens of the City of National City to extend for an additional period of 10 months and 15 days the moratorium established by Ordinance No. 2017-2433 prohibiting the issuance of massage technician permits and the locating of, development, or approval of permits for massage establishments; and

WHEREAS, after appropriate study and legislative review, the City Council intends to adopt an ordinance that would apply throughout the city for the proper regulation of massage establishments and technicians as soon as practicable, and directs the City Attorney's Office to commence the review necessary for the adoption of such proper regulations.

NOW, THEREFORE, the City Council of the City of National City does hereby ordain as follows:

Section 1. For a period of 10 months and 15 days from the effective date of this Ordinance, no massage technician permit shall be issued; no massage establishment not currently existing lawfully within the city shall be located within the city; no building permit, certificate of occupancy, establishment permit, police-regulated business permit, business license, conditional use permit, nor any other permit or entitlement for a massage establishment or massage technician shall be issued; no construction shall take place relating to a massage establishment; and no construction shall take place within the city relating to the location, development, or approval of any massage establishment.

Section 2. This Ordinance is adopted as an urgency ordinance necessary for the immediate preservation of the public health, safety, and welfare within the meaning of Section 65858 of the Government Code, and shall take effect immediately.

Section 3. The City Council hereby directs the City staff to engage in studies and procedures necessary for the adoption or regulations governing massage technicians permits and the locating of massage establishments from locating within the City.

Section 4. If any portion of this Ordinance is found to be invalid, it is the intention of the City Council that the remaining valid provisions of the Ordinance be severed from the invalid provisions and remain in full force and effect.

[Signature Page to Follow]

PASSED and ADOPTED this 18th day of April, 2017.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

George H. Eiser, III
Interim City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City appointing Angil Morris-Jones to the Office of City Attorney, and authorizing the Mayor to execute an Employment Agreement between the City of National City and Angil Morris-Jones. (City Attorne

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 18, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City appointing Angil Morris-Jones to the Office of City Attorney, and authorizing the Mayor to execute an Employment Agreement between the City of National City and Angil Morris-Jones. (City Attorney)

PREPARED BY: George H. Eiser, III
Interim City Attorney

DEPARTMENT: City Attorney

PHONE: Ext. 4222

APPROVED BY: 

EXPLANATION:

Approval of the proposed Resolution would formally appoint attorney Angil Morris-Jones to serve as City Attorney, and authorize the Mayor to execute a three-year Employment Agreement with Ms. Morris-Jones.

The specific terms of the Employment Agreement are set forth in the attached "Summary of a Recommendation for Final Action on the Salary and Other Compensation of the City Attorney". This Summary is a requirement of the Brown Act (Government Code Section 54953(c)(3), and must be read aloud into the record prior to the City Council taking action regarding the Employment Agreement.

FINANCIAL STATEMENT:

ACCOUNT NO. |
N/A

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt proposed resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- Summary of a Recommendation for Final Action on the Salary and Other Compensation of the City Attorney
- Employment Agreement
- Proposed resolution

[To be read aloud prior to adoption of resolution approving employment agreement]

Summary of a Recommendation for Final Action
of the Salary and Other Compensation of the City Attorney
(Government Code Section 54953(c)(3))

The following is a summary of the recommended salary and other compensation to be received by the City Attorney:

- Three-year contract
- \$200,000 annual salary
- 10 paid fixed holidays per year
- 9 days of administrative leave per year
- Vacation accrued at the rate of 10 hours per month for the first two years of employment, and at the rate of 13.33 hours per month beginning with the third year
- 80 hours of vacation leave to vest at commencement of employment
- 80 hours of sick leave to vest at commencement of employment
- Employee life insurance of \$150,000
- Availability of health and dental insurance
- Participation in CalPERS retirement system
- Retiree health benefit of \$20 per month for each year of service
- If employment is terminated by the City other than for cause, payment of six months' salary, and ability to continue participation in the City's healthcare plan for 6 months
- Reimbursement of moving costs based on the lowest of three estimates

EMPLOYMENT AGREEMENT

City Attorney



**City of National City
California**

2017

**EMPLOYMENT AGREEMENT
CITY ATTORNEY
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EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of April, 2017, by and between the City of National City, a municipal corporation, (hereinafter called the "Employer") and Angil Morris-Jones (hereinafter called the "Employee") an individual who has education, training and experience in legal issues involving local government, and who is a member in good standing of the State Bar of California, both of whom agree as follows:

Section 1 Term.

This Agreement shall remain in full force in effect for a period of three (3) years from May 1, 2017, through April 30, 2020, unless sooner terminated by the Employer or Employee as provided in Section 8, 9 or 10 of this Agreement.

Section 2 Duties and Authority.

Employer agrees to employ Angil Morris-Jones as City Attorney, on an at-will basis, to perform the functions and duties specified in the National City Municipal Code and the California Government Code, and to perform other legally permissible and proper duties and functions, commencing on May 1, 2017.

Section 3 Compensation

A. Base Salary: Employer agrees to pay Employee an annual base salary of two hundred thousand dollars (\$200,000), payable in installments at the same time that the other executive employees of the Employer are paid.

B. This Agreement shall be re-opened to discuss compensation and benefits if, and at the time, managers, or executives receive any increase in compensation or benefits.

C. Consideration shall be given on an annual basis to increase salary, based upon increases in the Consumer Price Index ("CPI"), as that term is defined at Government Code section 3511.1(b). Any increase in salary shall be dependent upon the results of the performance evaluation conducted under the provisions of Section 11 of this Agreement.

Section 4 Health, Disability, and Life Insurance Benefits.

A. The Employer agrees to provide Employee a cafeteria health benefit of \$1200.00 per month.

B. The Employer agrees to put into force and to make required premium payments for short term and long term disability coverage for the Employee.

C. The Employer shall pay the amount of premium due for term life insurance in the amount of \$150,000. The Employee shall name the beneficiary of the life insurance policy.

Section 5 Vacation, Sick and Military Leave.

A. The Employee shall accrue sick leave, vacation leave, and other paid leave on an annual basis at the rate provided to Executive employees, provided that the Employee will accrue vacation leave at the rate of 10 hours per month (120 hours per year) during the first two years of this Agreement, and at the rate of 13.33 hours per month (160 hours per year) beginning on the third anniversary of this Agreement. Further, the Employee will begin employment with 80 hours of vacation leave vested, and with 80 hours of sick leave vested.

B. The Employee is entitled to accrue all unused vacation and sick leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all unused vacation and sick leave in accordance with the Employer's customary practice for Executive Employees.

C. The Employee shall be entitled to military reserve leave time pursuant to state law and City policy.

Section 6 Retirement.

The Employer agrees to enroll the Employee into the California Public Employees' Retirement System (CalPERS) and to make all the appropriate contributions on the Employee's behalf, for the required Employer share. Employee shall pay the entire employee share, as determined by CalPERS.

Section 7 General Business Expenses.

1. The Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

2. The Employer agrees to budget for and to pay for travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of the Employee and to pursue necessary official functions for the Employer, including but not limited to the League of California Cities, and such other national, regional, state and local governmental groups and committees in which the Employee serves as a member.

3. The Employer also agrees to budget for and to pay for travel and subsistence expenses of the Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

4. The Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by the Employee, and agrees to reimburse or to pay said general expenses. The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

5. The Employer acknowledges the value of having the Employee participate and be directly involved in local civic clubs or organizations. Accordingly, the Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

6. The Employer shall provide the Employee with a computer, software, and cell phone required for the Employee to perform the job and to maintain communication.

Section 8 Termination.

For the purpose of this Agreement, termination shall occur when:

1. The majority of the Employer's City Council votes to terminate the Employee at a duly authorized public meeting.

2. If the Employer, citizens or legislature act to amend any provisions of the state or local law pertaining to the role, powers, duties, authority, and responsibilities of the Employee's

position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

3. If the Employer reduces the base salary, compensation or any other financial benefits of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination.

4. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of suggestion.

5. Breach of contract declared by either party with a 30 day cure period for either the Employee or the Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 18.

Section 9 Severance.

The Employee is an at-will employee, serving at the pleasure of the Employer's City Council. This Agreement, and the Employee's employment with the Employer, may be terminated with or without cause by the Employer's City Council. In the event the Employee is terminated for cause, or voluntarily resigns her position with the Employer, then the Employee shall not be entitled to the payment of Severance by the Employer.

In the event the Employee is terminated by the Employer other than for cause, and during such time that the Employee is willing and able to perform his duties under this Agreement, then the Employer agrees to pay Severance equal to one-half year's base salary at the current rate of pay. This Severance shall be paid in one lump sum unless otherwise agreed to by the Employer and the Employee. This severance shall include the Employee's continued participation in the Employer's health care plan for a period of six months after her separation from City Employment. The value of the City's contribution to the cost of health care shall not exceed the established contribution for Executive employees as of the date of the Employee's separation.

In the event of Severance, the Employee shall also be compensated for all accrued sick and vacation leave.

If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay Severance under this section. If the Employee is convicted of a crime involving an abuse of office or position, then regardless of the term of this Agreement, if the Employee is terminated, any cash settlement, including severance, related to the termination received by the Employee from the Employer shall be fully reimbursed to the Employer.

Section 10 Resignation.

In the event that the Employee voluntarily resigns her position with the Employer, the Employee shall provide a minimum of 30 days' notice unless the parties agree otherwise.

Section 11 Performance Evaluation.

The Employer may annually review the performance of the Employee in the Employee's anniversary month subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum may include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written

evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

Section 12 Hours of Work.

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule, compatible with the normal business hours of the City of National City.

Section 13 Outside Activities.

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may, upon completion of two (2) years of employment, elect to accept limited teaching, consulting or other business opportunities, and to pursue further education, with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with her responsibilities under this Agreement.

Section 14 Moving and Relocation Expenses.

The Employer shall reimburse the Employee for the cost of moving the Employee's household from its current location, said cost to be based on the lowest of three moving cost estimates furnished to the Employer by the Employee.

Section 15 Indemnification.

In accordance with federal, state or local law, the Employer shall defend, save harmless and indemnify the Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of the performance of the Employee's duties as City Attorney, or resulting from the exercise of judgment or discretion in connection with the course and scope of performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. In such cases, the Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at the Employer's expense and the Employer may not unreasonably withhold approval. Legal representation provided by the Employer for the Employee shall extend until a final determination of the legal action, including any appeals brought by either party. The Employer shall indemnify the Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings, including attorney's fees and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit or proceeding, actual or threatened, arising out of or in connection with the performance of the Employee in the course and scope of her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

The Employee recognizes the Employer shall have the right to compromise and settle any claim or suit. Further, the Employer agrees to pay all reasonable litigation expenses of the Employee throughout the pendency of any litigation to which the Employee is a party, witness,

or advisor to the Employer. Such expense payments shall continue beyond the Employee's service to the Employer as long as litigation is pending. Further, the Employer agrees to pay the Employee reasonable consulting fees and travel expenses when the Employee serves as a witness, advisor, or consultant to the Employer regarding pending litigation.

If the Employee is convicted of a crime involving an abuse of her office or position, as defined in Government Code section 53243.4, then the Employer shall fully reimburse the Employer for any funds expended for the Employee's criminal defense, if any such funds were expended pursuant to or consistent with this Section. This paragraph shall not be construed as creating or implying an obligation by the Employer to provide a criminal defense to the Employee.

Section 16 Bonding

The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 17 Other Terms and Conditions of Employment

A. The Employer shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the National City Municipal Code, or any other law.

B. Except as otherwise provide in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other appointed employees of the Employer as provided in the Municipal Code or by practice.

Section 18 Notices.

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER:

Mayor
City of National City
1243 National City Boulevard
National City, CA 91950-4397

EMPLOYEE:

Angil Morris-Jones
[at the residence address to be provided by
the Employee]

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 19 General Provisions.

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may

amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.

C. Effective Date. This Agreement shall become effective on April 18, 2017.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

E. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

F. Construction. The parties acknowledge and agree that (1) each party is of equal bargaining strength, (2) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (3) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (4) each party and such party's counsel and advisors have reviewed this Agreement, (5) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (6) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

EMPLOYEE

By: _____
Ron Morrison, Mayor


Angil Morris-Jones

APPROVED AS TO FORM:

George H. Eiser, III
Interim City Attorney

RESOLUTION NO. 2017 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
APPOINTING ANGIL MORRIS-JONES TO THE OFFICE OF CITY ATTORNEY
AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF NATIONAL CITY AND ANGIL MORRIS-JONES

WHEREAS, the City Council has conducted an extensive and thorough search to fill the vacancy in the Office of the City Attorney, and has determined that Angil Morris-Jones is the best qualified to fill the Office.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City as follows:

SECTION 1. Angil Morris-Jones is hereby appointed to the position of City Attorney for the City of National City, and is concurrently appointed to the positions of General Counsel to the Community Development Commission-Housing Authority of the City of National City and Legal Advisor to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency.

SECTION 2. In consideration of Ms. Morris-Jones' acceptance of the appointments made hereinabove, the City Council hereby approves the following employment terms and conditions:

A. Commencement of Employment

May 1, 2017 is hereby designated as the date of commencement of Ms. Morris-Jones' duties to serve as City Attorney, General Counsel to the Community Development Commission-Housing Authority, and Legal Advisor to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency.

B. Salary

The base salary to be paid Ms. Morris-Jones for her services as City Attorney, General Counsel to the Community Development Commission-Housing Authority, and Legal Advisor to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency, shall be \$200,000 annually, payable in accordance with the City's Customary payroll practices.

C. Benefits

In addition to base salary, Ms. Morris-Jones shall receive such other benefits as are provided to City Council-appointed officers of the City, including holidays, vacation leave, executive leave, sick leave, and insurance and retirement benefits.

SECTION 3. The Mayor is hereby authorized to execute an Employment Agreement between the City and Angela Morris-Jones with an initial term of three years. Said Agreement is on file in the office of the City Clerk.

[Signature Page to Follow]

Resolution 2017 –

Page Two

PASSED and ADOPTED this 18th day of April, 2017.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

George H. Eiser, III
Interim City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the City Manager to execute an agreement between the City of National City and the San Diego Unified Port District to receive FY17 Tidelands Activation Grant funds of \$5,000 and servi

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 18, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the City Manager to execute an agreement between the City of National City and the San Diego Unified Port District to receive FY17 Tidelands Activation Grant funds of \$5,000 and service fee waivers of \$5,000 for the National City Aquatic Center Activation Series, and authorizing the establishment of fund appropriations of \$5,000 and corresponding revenue budget.

PREPARED BY: Audrey Denham

DEPARTMENT: Community Services

PHONE: 336-4243

APPROVED BY: 

EXPLANATION:

See attached explanation.

FINANCIAL STATEMENT:

ACCOUNT NO.

See attached financial statement.

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, is not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Authorize the City Manager to execute an agreement between the City of National City and the San Diego Unified Port District to receive FY17 Tidelands Activation Grant funds of \$5,000 and service fee waivers of \$5,000.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Agreement for National City Aquatic Center Activation Series

EXPLANATION

In an effort to support a vibrant and active waterfront, the San Diego Unified Port District (the Port) offers sponsorship of community organized events through the Tidelands Activation Program (TAP). The annual grant program supports events that engage the community and inspire visitors to enjoy San Diego Bay. Events are selected through a rigorous public evaluation process led by the TAP Advisory Committee, which includes members of the community. In April 2016, the Port awarded the City of National City (the City) \$5,000 in funding and \$5,000 in service fee waivers for the FY17 National City Aquatic Center Activation Series. City staff will use the funds to host Aquatic Adventures by the Bay on Saturday, May 27 from 10:00 a.m. to 2:00 p.m. located at the National City Aquatic Center and Pepper Park. The free event will include opportunity drawings, youth fishing, kayaking, rowing, stand up paddle boarding, a bike rodeo, bounce houses, scavenger hunts, obstacle courses, boating and water safety information, face painting, arts and crafts, and entertainment. In order to receive Port funding and services the City must enter into an agreement with the Port; following are key terms of the agreement:

City responsibilities:

- Include Port logo on visual materials such as flyers, posters, banners, videos, e-headers, newspaper/magazine ads, and giveaways
- Include Port logo on the City's webpage in the Events section
- Include Port logo and/or mention Port on social media posts
- Include Port logo and/or mention Port in press releases/media relations and City newsletter
- Hang Port banner in prominent location at the event
- Reserve prominent booth space for the Port to distribute promotional items and marketing materials

Port responsibilities:

- Financial support not to exceed \$5,000
- Service fee waivers not to exceed \$5,000
- Marketing and advertising support such as posting the event on Port webpage in Upcoming Events section, event creation on Facebook, and social media mentions on Facebook and Twitter
- Communications and publicity support such as mention of event in list of sponsored Tidelands Activation Program events press release and inclusion in E-blast distributions to Port newsletter subscribers
- Provide interactive booth with educational information and giveaways or provide materials for distribution and/or display

FINANCIAL STATEMENT

The City of National City shall be compensated and reimbursed by the San Diego Unified Port District on the basis of invoices submitted. The Department of Finance staff will establish the appropriation in the Reimbursable Grants Citywide Fund contract services account (282-418-058-299) and deposit reimbursements into the same fund account (282-00000-3699), thus having no financial impact on the City's General Fund budget.

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
CITY OF NATIONAL CITY
for
NATIONAL CITY AQUATIC CENTER ACTIVATION SERIES
AGREEMENT NO. 67-2017ND**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and the CITY OF NATIONAL CITY, a California Municipality (Service Provider).

Recitals:

District and Service Provider desire to enter into an agreement for promotional services at National City Aquatic Center Activation Series.

Both parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.
2. **TERM OF AGREEMENT.** This Agreement shall commence on April 25, 2017 and shall terminate on August 31, 2017, subject to earlier termination as provided below.
3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:
 - a. **Maximum Expenditure.** The District shall pay the Service Provider \$5,000.00, and provide \$5,000.00 in District Services for a maximum expenditure under this Agreement not to exceed \$10,000.00. Said

expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.

- b. **Progress Documentation.** At the District's request, Service Provider shall provide District progress reports in a format and on a schedule as District directs. Progress reports shall include a description of work completed, cumulative dollar costs incurred, anticipated work for the next reporting period, percentage of work complete, and the expected completion date for remaining work. The report shall identify problem areas and important issues that may affect project cost and/or schedule. The report shall present actual percent completion versus planned percent completion.

4. **RECORDS**

- a. Service Provider shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to inspection of District at all reasonable times in the City of San Diego and such records shall be kept for at least three (3) years after the termination of this Agreement.
- b. Such records shall be maintained by Service Provider for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.
- c. Service Provider understands and agrees that District, at all times under this Agreement, has the right to review project documents and work in

progress and to audit financial records, whether or not final, which Service Provider or anyone else associated with the work has prepared or which relate to the work which Service Provider is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District. Service Provider shall provide District at Service Provider's expense a copy of all such records within five (5) working days of a written request by District. District's right shall also include inspection at reasonable times of the Service Provider's office or facilities, which are engaged in the performance of services pursuant to this Agreement. Service Provider shall, at no cost to District furnish reasonable facilities and assistance for such review and audit. Service Provider's failure to provide the records within the time requested shall preclude Service Provider from receiving any compensation due under this Agreement until such documents are provided.

5. **SERVICE PROVIDER'S SUB-CONTRACTORS**

- a. It may be necessary for Service Provider to sub-contract for the performance of certain technical services or other services for Service Provider to perform and complete the required services; provided, however, all Service Provider's sub-contractors shall be subject to prior written approval by District. The Service Provider shall remain responsible to District for any and all services and obligations required under this Agreement, whether performed by Service Provider or Service Provider's sub-contractors. Service Provider shall compensate each Service Provider's sub-contractors in the time periods required by law. Any Service Provider's sub-contractors employed by Service Provider shall be independent Service Providers and not agents of District. Service Provider shall insure that Service Provider's sub-contractors satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.

- b. Service Provider shall also include a clause in its Agreements with Service Provider's sub-contractors which reserves the right, during the performance of this Agreement and for a period of three (3) years following termination of this Agreement, for a District representative to audit any cost, compensation or settlement resulting from any items set forth in this Agreement. This clause shall also require Service Provider's sub-contractors to retain all necessary records for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

6. **COMPLIANCE**

- a. In performance of this Agreement, Service Provider and Service Provider's sub-contractors shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

7. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.

8. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of District in each instance.
9. **INDEMNIFY, DEFEND, HOLD HARMLESS**
- a. **Duty to Indemnify, duty to defend and hold harmless:** To the fullest extent provided by law, Service Provider agrees to defend, indemnify and hold harmless the District, its agents, officers or employees, from and against any claim, demand, action, proceeding, suit, liability, damage, cost (including reasonable attorneys' fees) or expense for, including but not limited to, damage to property, the loss or use thereof, or injury or death to any person, including Service Provider's officers, agents, subcontractors, employees, ("Claim"), caused by, arising out of, or related to the performance of services by Service Provider as provided for in this Agreement **or related to the 2017 "National City Aquatic Center Activation Series"** or failure to act by Service Provider, its officers, agents, subcontractors and employees. The Service Provider's duty to defend, indemnify, and hold harmless shall not include any Claim arising from the active negligence, sole negligence or willful misconduct of the District, its agents, officers, or employees.
- b. The Service Provider further agrees that the duty to indemnify, and the duty to defend the District as set forth in 9.a, requires that Service Provider pay all reasonable attorneys' fees and costs District incurs associated with or related to enforcing the indemnification provisions, and defending any Claim arising from the services of the Service Provider provided for in this Agreement.
- c. The District may, at its own election, conduct its defense, or participate in the defense of any Claim related in any way to this Agreement. If the District chooses at its own election to conduct its own defense, participate

in its own defense or obtain independent legal counsel in defense of any Claim arising from the services of Service Provider provided for in this Agreement, Service Provider agrees to pay all reasonable attorneys' fees and all costs incurred by District.

10. **INSURANCE REQUIREMENTS**

a. Service Provider shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:

(1) Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001) with limits no less than one million dollars (\$1,000,000) per Occurrence and two million dollars (\$2,000,000) Aggregate for bodily injury, personal injury and property damage.

(a) The deductible or self-insured retention on this Commercial General Liability shall not exceed \$5,000 unless District has approved of a higher deductible or self-insured retention in writing.

(b) The Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit A, Certificate of Insurance, attached hereto and incorporated herein).

(c) The coverage provided to the District, as an additional insured, shall be primary and any insurance or self-

insurance maintained by the District shall be excess of the Service Provider's insurance and shall not contribute to it.

- (d) The Commercial General Liability policy shall be endorsed to include a waiver of transfer of rights of recovery against the District ("Waiver of Subrogation").
 - (2) Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
 - (3) Workers' Compensation, statutory limits, is required of the Service Provider and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer's Liability, in an amount of not less than one million dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.
- b. Service Provider shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit A and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such policies must be endorsed so that the insurer(s) must notify the

District in writing at least 30 days in advance of policy cancellation. Service Provider shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.

- c. The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the CGL coverage.
- d. Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on Service Provider or Service Provider's sub-contractors or any tier of Service Provider's sub-contractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.
- e. Service Provider may satisfy the requirements of this Section 10 by maintaining its lawful self-insured status during the term of this Agreement. Service Provider shall provide the District with a letter confirming authorized Self-Insured status.

11. **ACCURACY OF SERVICES.** Service Provider shall be responsible for the technical accuracy of its services and documents resulting therefrom and District shall not be responsible for discovering deficiencies therein. Service Provider shall correct such deficiencies without additional compensation. Furthermore, Service Provider expressly agrees to reimburse District for any costs incurred as a result of such deficiencies. Service Provider shall make decisions and carry out its responsibilities hereunder in a timely manner and shall bear all costs incident thereto so as not to delay the District, the project, or any other person

related to the project, including the Service Provider or its agents, employees, or subcontractors.

12. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.
13. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
14. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.

15. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.
16. **OWNERSHIP OF RECORDS.** Any and all materials and documents, including without limitation drawings, specifications, computations, designs, plans, investigations and reports, prepared by Service Provider, if any, pursuant to this Agreement, shall be the property of District from the moment of their preparation and the Service Provider shall deliver such materials and documents to District at the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101) whenever requested to do so by District. However, Service Provider shall have the right to make duplicate copies of such materials and documents for its own file, or other purposes as may be expressly authorized in writing by District. Said materials and documents prepared or acquired by Service Provider pursuant to this Agreement (including any duplicate copies kept by the Service Provider) shall not be shown to any other public or private person or entity, except as authorized by District or as required by law. Service Provider shall not disclose to any other public or private person or entity any information regarding the activities of District, except as expressly authorized in writing by District or as required by law.
17. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as

provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

18. **DISPUTE RESOLUTION**

- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.
- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, sub-contractor and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.
- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect

regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

19. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is

authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

20. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.

21. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.

a. Submit all correspondence regarding this Agreement to:

Jim Hutzelman
Marketing & Communications
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
Tel: 619-686-6545
Email: jhutzelm@portofsandiego.org

b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Leslie Deese
City of National City
1243 National City Blvd
National City, CA 91950
Tel: 619-336-4240
Email: lideese@nationalcityca.gov

- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

SAN DIEGO UNIFIED PORT DISTRICT

CITY OF NATIONAL CITY

Jenifer Barsell
Director, Marketing & Communications

Leslie Deese
City Manager

Approved as to form and legality:
GENERAL COUNSEL

By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

ATTACHMENT A
SCOPE OF SERVICES
San Diego Unified Port District

Promotional Services

In return for a marketing sponsorship investment of \$5,000 in District funding and up to \$5,000 in District services, the Service Provider agrees to promote District and/or commerce, navigation, recreation, fisheries and tenant businesses on the District tidelands. The Service Provider agrees to provide the District the following in return for the marketing sponsorship investment:

Event Organizer will provide:

Marketing & Advertising Inclusion:

- Inclusion in visual materials:
 - PoSD Logo in printed event art
 - PoSD Logo in digital event art including banners, memes, cover art, background art, and e-headers
 - PoSD Logo in all print advertising including newspaper and magazine ads and on giveaways and giveaway collateral
- Inclusion in digital materials:
 - PoSD Logo on website with link to the [Port's TAP page](https://www.portofsandiego.org/recreation/tidelands-activation-program.html):
<https://www.portofsandiego.org/recreation/tidelands-activation-program.html>
- Inclusion in Social Media
 - Facebook: Posts mentioning PoSD sponsorship tagging [@portofsandiego](#), #SanDiegoBay and/or #GoSanDiego
 - Twitter: Tweets mentioning PoSD sponsorship tagging [@portofsandiego](#), #SanDiegoBay and/or #GoSanDiego
 - Instagram: Posts mentioning PoSD sponsorship tagging [@portofsandiego](#), #SanDiegoBay and/or #GoSanDiego

Communications & Publicity Inclusion:

- Press Releases/Media Relations:
 - Include PoSD in list of sponsors in at least one press release, if one is generated and sent
- Mention of PoSD as sponsor and inclusion of TAP Boiler statement in event specific E-blast distribution

On-Site Inclusion:

- Prominent PoSD TAP banner placement near stage or entry at event

- Reserved prominent space for placement of Port's TAP Booth 10x10 or 10x20 Opportunity to distribute promotional items and marketing materials at information booth or in gift bags

Port of San Diego to provide:

Financial Support: \$5,000

Service Fee Waivers: \$5,000

Marketing & Advertising support:

- Inclusion of event on PoSD TAP webpage in Upcoming Events section.
- Event Creation on Facebook with link back to event organization website for more information or ticket purchase
- Social media mentions on Facebook (28,000 fans) and Twitter (24,500 followers) tagging handles provided by event organizer, using #SanDiegoBay and/or #GoSanDiego

Communications & Publicity Inclusion:

- Mention in list of sponsored Tidelands Activation Program events press release sent out by the Port annually
- Inclusion in E-blast distributions to PoSD newsletter subscribers Community Events, Recreation & Tours list (1,500 subscribers) and/or Headlines list (2,500 subscribers).

On-Site MarCom presence:

- Interactive Booth 10x10 or 10x20 with educational information and giveaways (Tentative)
- Provided materials for distribution and/or display

Tidelands Activation Program Agreement: The parties acknowledge and agree the total amounts of cash and services provided by District through the 2016-17 Tidelands Activation Program may not equal the sums of cash and services granted in the Tidelands Activation Program Agreement, specifically cash and services. In such case, there is not a breach of the Tidelands Activation Program Agreement by the District. In the event the applicant disputes terms of the Tidelands Activation Program Agreement, applicant shall have no right to a credit or offset in any other agreements inclusive of the Tidelands Use & Occupancy Permit or leases between Parties.

In order to ensure payment of invoices, Service Provider will forward to District proof that it provided the above-mentioned promotional services prior to June 30, 2017.

District Stormwater Conditions

The District is charged with prohibiting all non-stormwater discharges into the stormwater conveyance systems on District tidelands pursuant to San Diego Regional Water Quality Control Board Order No. R9-2013-0001 (NPDES Permit No. CAS0109266, "Municipal Stormwater Permit"). The District has the authority under State law to make and enforce necessary rules and regulations governing, among other things, stormwater management and discharge control. The District's stormwater regulations are found in Article 10 of the San Diego Unified Port District Code ("District Code").

Special events have been identified by the District as a potential source of non-stormwater discharges to the storm drain system and San Diego Bay. Non-stormwater discharges to the stormdrain system or the Bay are considered a violation of District Code. To prevent unauthorized discharges, the District requires the implementation and maintenance of Best Management Practices (BMPs) at special events. BMPs specific to the activities planned for each special event are to be identified prior to the event time. In addition, the following BMPs must also be implemented as applicable:

- Trash dumpsters, portable toilets, or generators shall have secondary containment and located away from open stormdrain inlets or catch basins and away from the water's edge. Secondary containment for trash dumpsters may be accomplished by placing a berm around the dumpster to contain leaks. Trash dumpsters must have lids and be covered.
- A spill kit is to be accessible to the event coordinator or person in charge of spill response.
- Catch basins and stormdrain inlets within the event special area are to be protected with temporary screens or filters prior to the event.
- Fencing is to be placed around the waterside perimeter of the event to prevent any windblown trash or debris from reaching the Bay. Where fencing is not feasible, regular and frequent trash and debris removal is to be conducted by event organizers.
- Street sweeping of parking lots, streets and roads associated with the event shall be conducted as needed.
- Employee training is to be conducted prior to the event to ensure that BMPs are properly implemented and maintained and so that employees are aware of the discharge prohibitions.

- Documentation of BMP implementation for each special event is to be maintained and be made available for the District's review upon request.

Direction related to permitted special event activities can be found in the District Jurisdictional Urban Runoff Management Document (JURMP). The JURMP is available on the District website: (<https://www.portofsandiego.org/environment/clean-water.html>) or by contacting the Planning and Green Port (PGP) Department, (619) 686-6283.

ATTACHMENT B
COMPENSATION & INVOICING
San Diego Unified Port District

1. COMPENSATION

- a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.
 - (1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted. Each invoice shall include:
 - (a) Date work performed;
 - (b) Description of the work performed;

2. INVOICING

- a. **Payment Documentation.** Service Provider shall include the following information on each invoice submitted for payment by District.
 - (1) Agreement No. 67-2017ND
 - (2) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. _____, and that payment has not been received."
 - (3) Dates of service provided
 - (4) Date of invoice
 - (5) A unique invoice number
- b. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- c. Invoices shall be mailed to the attention of: Jim Hutzelman, Marketing Department, P.O. Box 120488, San Diego Unified Port District, San Diego, CA 92112-0488.
- d. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.

- e. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider immediately after receipt of a proper Invoice.

EXHIBIT A
CERTIFICATE OF INSURANCE
San Diego Unified Port District

By signing this form, the authorized agent or broker **certifies** the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage **noted on page 2 of this certificate**.
- (3) Signed copies of **all** endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

Return this form to:

San Diego Unified Port District
c/o Ebix BPO
P.O. Box 100085 – 185
Duluth, GA 30096 – OR –
Email: sdupd@prod.certificatesnow.com
Fax: 1-866-866-6516

Name and Address of Insured (Consultant)

SDUPD Agreement Number: _____

This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.

| CO LTR | TYPE OF INSURANCE | POLICY NO. | DATES | LIMITS |
|--------|---|------------|--|--|
| | Commercial General Liability <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____ | | Commencement Date: Expiration Date: | Each Occurrence: \$ _____ General Aggregate: \$ _____ |
| | Commercial Automobile Liability <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos | | Commencement Date: Expiration Date: | Each Occurrence: \$ _____ |
| | Workers' Compensation – Statutory Employer's Liability | | Commencement Date: Expiration Date: | E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____ |
| | Excess/Umbrella Liability | | Commencement Date: Expiration Date: | Each Occurrence: \$ _____ General Aggregate: \$ _____ |

| CO LTR | COMPANIES AFFORDING COVERAGE | A. M. BEST RATING |
|--------|------------------------------|-------------------|
| A | | |
| B | | |
| C | | |
| D | | |

A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A-VII or better unless approved in writing by the District.

| | | |
|--|---|-------------|
| Name and Address of Authorized Agent(s) or Broker(s) | E-mail Address: | |
| | Phone: | Fax Number: |
| | Signature of Authorized Agent(s) or Broker(s) | |
| | | Date: |

SAN DIEGO UNIFIED PORT DISTRICT

REQUIRED INSURANCE ENDORSEMENT

| | | |
|--|------------------------------|--------------------------|
| <u>ENDORSEMENT NO.</u> | <u>EFFECTIVE DATE</u> | <u>POLICY NO.</u> |
| NAMED INSURED: | | |
| GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES): All written agreements, contracts and leases with the San Diego Unified Port District and any and all activities or work performed on district premises | | |

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
3. This endorsement shall include a waiver of transfer of rights of recovery against the San Diego Unified Port District ("Waiver of Subrogation").
4. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
5. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy(ies) to which this endorsement applies.

(NAME OF INSURANCE COMPANY)

(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:

San Diego Unified Port District
c/o Ebix BPO
P.O. Box 100085 – 185
Duluth, GA 30096 – OR –
Email to: sdupd@prod.certificatesnow.com
Fax: 1-866-866-6516

RESOLUTION NO. 2017 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT
BETWEEN THE CITY OF NATIONAL CITY AND THE SAN DIEGO UNIFIED
PORT DISTRICT TO RECEIVE FISCAL YEAR 2017 TIDELANDS ACTIVATION
GRANT FUNDS IN THE AMOUNT OF \$5,000 AND SERVICE FEE WAIVERS
IN THE AMOUNT OF \$5,000 FOR THE NATIONAL CITY AQUATIC CENTER
AQUATIC ADVENTURES BY THE BAY ON MAY 27, AND AUTHORIZING
THE ESTABLISHMENT OF AN APPROPRIATION AND
CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF \$5,000

WHEREAS, in an effort to support a vibrant and active waterfront, the San Diego Unified Port District (the "Port") offers sponsorship of community organized events through the Tidelands Activation Program ("TAP"); and

WHEREAS, events are selected through a rigorous public evaluation process led by the TAP Advisory Committee that includes members of the community; and

WHEREAS, in April 2016, the Port awarded \$5,000 in Fiscal Year 2017 Tidelands Activation Grant funds to the City of National City and \$5,000 in service fee waivers for the National City Aquatic Center Aquatic Adventures by the Bay on Saturday, May 27, 2017, from 10:00 a.m. to 2:00 p.m., at the National City Aquatic Center and Pepper Park; and

WHEREAS, in order to receive Port funding and services, the City is required to enter into an Agreement for National City Aquatic Center Activation Series with the Port; and

WHEREAS, the City of National City shall be compensated and reimbursed by the San Diego Unified Port District on the basis of invoices submitted.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the City Manager to execute an Agreement for National City Aquatic Center Activation Series between the City of National City and San Diego Unified Port District to receive Fiscal Year 2017 Tidelands Activation Grant funds in the amount of \$5,000 and service fee waivers of \$5,000 for National City Aquatic Center Aquatic Adventures by the Bay on Saturday, May 27, 2017, from 10:00 a.m. to 2:00 p.m., at the National City Aquatic Center and Pepper Park.

BE IT FURTHER RESOLVED that the City Council authorizes the establishment of a Fiscal Year 2017 appropriation and a corresponding revenue budget in the amount of \$5,000.

[Signature Page to Follow]

PASSED and ADOPTED this 18th day of April, 2017.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

George H. Eiser, III
Interim City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City adopting amendments to City Council Policy 803: Facility Use Guidelines and Regulations for the Use of Community Centers. (Community Services)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 18, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City adopting amendments to City Council Policy 803: Facility Use Guidelines and Regulations for the Use of Community Centers.

PREPARED BY: Stacey Stevenson

DEPARTMENT: Community Services

PHONE: 336-4243

APPROVED BY: 

EXPLANATION:

See attached explanation

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

There is no fiscal impact associated with this action.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, is not subject to environmental review.

ORDINANCE: **INTRODUCTION:** ☒ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt staff's proposed revisions to Council Policy 803

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Existing Policy 803
2. Proposed Policy 803 with red-line strike out
3. Final Policy 803 draft

EXPLANATION

On October 18, 2016, the City Council of the City of National City directed staff to prepare a revision to City Council Policy 803 for City Council consideration. The purpose of the proposed changes is to clarify the distinction between City of National City community centers that are under the exclusive control and operation of the City and those that are leased to outside organizations for purposes that are not controlled by nor operated by the City either directly or indirectly.

Council Policy 803 is intended to govern the terms of usage of the City's community centers, setting forth the types of allowable uses, the order of priority for the renting of the facilities, rental fees and other terms and conditions of usage. For those facilities that have been or will be leased to third party groups for their exclusive use, the Policy is not applicable. The City's ability to dictate any conditions of usage or allowable activities is dictated in the lease agreement.

Staff has reviewed Policy 803 based on the above distinctions and herein proposes the following changes which are presented for your adoption:

1. Added language clarifying that Policy 803 applies to City facilities over which the City exercises exclusive operation and control when operated by either City staff or a third party operator.
2. Added language so that City facilities leased to third parties for purposes that are not under the exclusive operation and control of the City are governed by the terms of the third parties' written agreement with the City.
3. Added language prohibiting third parties from using City facilities for any purpose that violates local, state or federal laws.
4. Added a list of City facilities leased to third parties that would not be subject to Policy 803.

In addition, staff recommends removing the National City Aquatic Center from Policy 803. While it is a community center under the exclusive control and operation of the City, there are other provisions of the Policy that contradict the desired operation of the facility. For example, Policy 803 does not allow for private event rentals. The Aquatic Center is a desirable location for private rentals for events such as birthday parties, team building events for small private companies, bridal and baby showers, etc. The revenue generated from such events would be beneficial in offsetting the costs associated with the operation of an aquatic facility. Likewise, staff is analyzing the ability to establish a market rate fee for this facility, separate from the fees denoted in Policy 803. It is staff's intent to return with the Aquatic Center Council Policy at a later date. In the interim, pending adoption of such a policy, staff will not lease the facility for private uses and will continue to comply with the City's established fee schedule.

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

| | |
|--|-------------------------------|
| TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers | POLICY# 803 |
| ADOPTED: August 10, 1993 | AMENDED: April 5, 2016 |

PURPOSE:

To establish a policy that defines appropriate facility usage and priorities and assigns responsibility for scheduling.

GENERAL POLICY:

National City Community Centers may be available for public meeting purposes, civic purposes, and non-profit organizations whose memberships substantially includes National City residents or whose purpose is to provide services to National City residents. Use of any City facilities shall not interfere with the daily routine of any City activity or operation.

City facilities may not be used by any person or group for private functions, commercial purposes for personal financial gain, fundraisers, for-profit events or any profit-making endeavors or any activity not consistent with the general business purpose of the building.

These guidelines and regulations are established to properly define the conditions under which the facilities may be used and preserved for future users and may be changed or modified as necessary by the City Council.

Facilities Available for Reservation

1. Martin Luther King Jr. Community Center, 140 East 12th Street
Facility includes a large hall that can be separated into two sections and a kitchen
2. Kimball Senior Center, 1221 D Avenue
Facility includes a hall and kitchen
3. Casa De Salud Center, 1408 Harding Avenue
Facility includes a hall and half kitchen
4. El Toyon Recreation Center, 2005 East 4th Street
Includes a hall and two small classrooms
5. Camacho Recreation Center, 1810 East 22nd Street
Facility includes 2 classrooms

| | |
|--|-------------------------------|
| TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers | POLICY # 803 |
| ADOPTED: August 10, 1993 | AMENDED: April 5, 2016 |

6. National City Aquatic Center, 3300 Goesno Place
Facility include classroom

7. Granger Music Hall, 1615 East 4th Street
Facility includes hall designed for concerts

Categories of Use by Priority

To ensure Community Centers are used in the best interest of National City residents, Community Centers will be administered in accordance with a priority system:

1. **CITY PROGRAMS.** National City programs, events and meetings shall have priority over any other program or usage.
2. **CITY CO-SPONSORED PROGRAMS.** National City co-sponsored programs shall be given second priority. Policy 802 governs the annual list of City Co-Sponsored events. Applications for co-sponsorship may be submitted to Neighborhood Services Department at any time. The Policy 802 Committee meets annually to review applications.
3. **CITY STAFF PARTICIPATION:** Programs that include active participation and/or involvement by City staff to include, but not limited to, presentations, guest speaking and attendance. The City Manager or designee may approve the use to be categorized as City Staff Participation, as long as the program benefits City of National City employees and/or the community.
4. **EDUCATIONAL GROUPS.** Educational activities organized by any school located in National City.
5. **GOVERNMENTAL AGENCIES.** An administrative unit of government with specific responsibilities.
6. **CIVIC/SERVICE GROUPS.** An organization whose official goal is to improve National City neighborhoods through donations to local charities and volunteer work by its members.
7. **RESIDENT NON-PROFIT NATIONAL CITY GROUPS.** National City non-profit organizations, with 70% of active members having a National City residency and a majority of the officers having a National City residency.
8. **OTHER.** Proposed use not falling readily into one of the above categories of use will require approval from the City Manager or designee.

Prohibited Facility Use

City facilities are not available for the following purposes:

1. Private functions
2. Commercial purposes for personal financial gain
3. Fundraisers, for-profit events or any profit-making endeavors
4. Normally authorized groups sponsoring private usage
5. Any activity not consistent with the general business purpose of the building

| | |
|--|-------------------------------|
| TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers | POLICY # 803 |
| ADOPTED: August 10, 1993 | AMENDED: April 5, 2016 |

Fees and Deposits Based on Category

| Category | Resident Fees | Non-Resident Fees | Facility Use Fee \$50 | Kitchen Deposit \$60 | Key Deposit \$100 | Cleaning Deposit \$100 | Audio/Visual Deposit \$100 |
|---|----------------|------------------------------|-----------------------|----------------------|-------------------|------------------------|----------------------------|
| 1. City Programs | None | None | None | None | None | None | None |
| 2. City Co-Sponsored Programs | None | None | None | None | None | None | None |
| 3. City Staff Participation | None | None | None | None | None | None | None |
| 4. Educational Groups | Custodial Fees | City Fees and Custodial Fees | Required | Required | Required | Required | Required |
| 5. Governmental Agencies | Custodial Fees | City Fees and Custodial Fees | Required | Required | Required | Required | Required |
| 6. Civic/Service Groups | Custodial Fees | City Fees and Custodial Fees | Required | Required | Required | Required | Required |
| 7. Resident Non-Profit National City Groups | Custodial Fees | City Fees and Custodial Fees | Required | Required | Required | Required | Required |
| 8. Other | Custodial Fees | City Fees and Custodial Fees | Required | Required | Required | Required | Required |

Resident and Non-Resident Fees

City Fees and Custodial Fees are set forth in the City Council approved Fee Schedule.

Facility Use Fee

A Facility Use Fee of \$50 is required for all resident and non-resident groups using a facility, excluding City Programs and City Co-Sponsored Programs.

Refundable Deposits

1. **KITCHEN DEPOSIT.** A non-waivable, refundable kitchen deposit of \$60 is required. Kitchen equipment including major appliances, cooking tools, eating utensils, and the overall kitchen area shall be left thoroughly clean and ready for use by the next group, without any further cleanup required. If the kitchen is not left clean, it will be cleaned by city staff or by contract, and the group will forfeit their deposit and be subject to an additional cleanup fee.
2. **KEY DEPOSIT.** A non-waivable, refundable key deposit of \$100 is required. If the key is not returned within one (1) business day of the event, the group will forfeit their deposit.
3. **CLEANING DEPOSIT.** A non-waivable, refundable cleaning deposit of \$100 is required. The facility, grounds and parking areas will be left clean and clear of debris. If the facility is not left clean, it will be cleaned by City staff or by contract, and the group will forfeit their deposit and be subject to an additional cleanup fee.

Payment of Fees and Refundable Deposits

Fees for use of City facilities are set forth in the Council approved Fee Schedule, and must be paid in full at least ten (10) days prior to the event. If payment is not received, the event will be considered cancelled, and the organization will be advised. The City Manager or designee may, for sufficient reason, make exceptions to this clause, but in any event, payment must be received before the event occurs.

Deposits must be made with a separate check. Deposits will be refunded following the return of the issued key, where no damage or loss has occurred and where no extra clean-up is required. In the event of damage, loss or extra clean-up, as determined by the Public Works Department, the deposit may be forfeited and additional charges may be incurred.

Applicant Eligibility

When an application is submitted on behalf of a business entity or organization, it shall be signed by a person with authority to bind the company or organization. Applications for rental of City facilities will not be accepted from anyone less than 21 years of age. Youth groups must have adult sponsors who guarantee observation of the guidelines and regulations. A minimum of one adult per 20 people under the age of 18 is required at the activity.

Any misrepresentation as to the nature of the use or activity to occur at a City facility, the number of attendees expected, contact or payment information or any other falsification on rental application documents will result in the immediate cancellation of the proposed use or event and forfeiture of fees paid. Any such misrepresentation may result in denial of future rental requests and/or legal action.

Application Process

Reservations will be accepted on a first-come-first-served-basis. The Schedule will remain tentative until 30 days before an event. At any time prior to the 30 days before an event, a group of higher category may displace a group of lower category (although consideration will be given to previously scheduled events). At 30 days before an event, the schedule is locked in, and bumping will not be permitted, except for City Programs (category 1). The City reserves the right to cancel, reassign, or otherwise adjust reservations to comply with the demands of its own programs or emergency requirements.

Each organization is required to submit the following prior to being granted a Facility Use Permit:

1. Facility Use Application for each facility requested
2. Signed indemnity and hold harmless
3. Proof of insurance
4. Current roster and enrollment data (if applicable)
5. A copy of 501(c)(3) status and current audited financial statement if applying for non-profit status (if applicable)
6. Payment of applicable fees

GENERAL RULES:

Facility Use Rules

1. The applicant is responsible to ensure that participants are respectful of the facilities and equipment.
2. At no time may the applicant extend the hours of the facility use.
3. The use of City facilities is a privilege and all requirements of the City staff will be met expeditiously.
4. City staff has the authority to direct that the event be terminated and that the premises be vacated and to request the Police Department's or Fire Department's assistance as necessary to clear the premises.
5. Failure to comply with any of the guidelines and regulations or a staff directive shall be grounds for denial of any future requests by the applicant.

Damage, Cleanliness and Supervision

1. All City facilities, including parking areas, grounds and restrooms, shall be left clean and clear of debris and in orderly condition. If the facility is not left clean, it will be cleaned by City staff or by contract, and the group will be billed accordingly.

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| TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers | POLICY # 803 |
| ADOPTED: August 10, 1993 | AMENDED: April 5, 2016 |

2. In the event of physical damage to the facility, its equipment, its contents, or the surrounding grounds, an estimate of the cost of repairs and/or replacement will be made by the City, and the group will be billed accordingly.
3. Officers of organizations shall supervise the conduct of their members to avoid damage to City property.
4. Failure to comply may result in denial of future use of facilities.

Keys

If approved by the Public Works Director and/or the Community Services Division designee an organization may receive a key in order to access the facility. Facility keys must be picked up from the Public Works Department one business day before the permitted event between 7:30 a.m. and 5:30 p.m. Keys should be returned to Public Works Department within one (1) business day of the event or the group will forfeit their deposit.

Facility Set Up

Organizations are required to submit a room diagram at the time the facility application is submitted. The City will be responsible for the set up and tear down of equipment. Any additional equipment that the group wants to use at a City facility must be included on the facility application and approved by the City Manager or designee.

Decorating

Use of glue guns, nails, thumbtacks, staples, masking or electrical tape inside the facility is not permitted. Only non-adhesive putty may be used on the walls. All decorations must be fire proof or fire-retardant materials. Organizations must bring their own extension cords. Decorating for an event is not permitted outside of the facility.

Indemnification

The applicant must complete a release, hold harmless and indemnity agreement which releases the City, its elected officials, employees, representatives, and/or agents from any and all claims asserted, suits or liability established for damages or injuries, including death, to any person or property, including injuries to applicant, caused by or alleged to be caused by any act or omission by the City, its elected officials, employees, representatives, and/or agents which arise out of or are in any matter directly or indirectly connected with the use or condition of the premises.

Insurance

All groups are required to have insurance to protect the City from liability occasioned by their use of City premises. Specifically, all insurance required by this policy shall be written by California admitted companies which are rated at least "A,VIII" by the current A.M. Best Rating Guide or by a company of equal financial stability which shall be approved by the City's Risk Manager.

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Commercial General Liability coverage with limits of at least one million dollars (\$1,000,000) per occurrence must be provided. The City of National City must be named as an additional insured pursuant to a separate endorsement which will be provided to the City along with the Certificate of insurance prior to use of City fields/facilities. In addition, all deductibles and/or self-insured retentions must be disclosed to and approved by the City's Risk Manager.

Insurance coverage may be obtained through the City under terms, conditions, and rates applicable at the time, depending on the nature and duration of the proposed use. Organizations desiring to purchase such insurance through the City must contact the City's Risk Manager.

Alcohol Regulations

The use of alcohol is prohibited in National City Community Centers.

Smoking

Smoking is prohibited in any part of a City facility. Per Government Code Sections 7596-7598, smoking is prohibited within 20 feet of the main entrances, exits and operable windows of any facility owned, leased and occupied by the State, County, or City.

Security

Applicants may be required to provide licensed, uniformed and contracted security guards for each event at the rate of one (1) security guard for each 200 attendees, as determined by the Public Works Director and/or the Community Services Division designee after consultation with the Police Department.

Financial Statement

All organizations must submit a financial report on how they plan to use the funds raised from the event and how the funds raised will benefit the National City community. Any financial report must be filed with the City within fifteen (15) days subsequent to the event by any organization charging admission or by any group using the facility for fund-raising purposes. A sign-in log of attendees, with addresses, may be required.

No donations, under any guise or circumstance, or for any purpose, shall be solicited at any City facility for causes not directly related to the activity in progress.

Non-Discrimination

The applicant hereby assures that all programs and activities implemented at City facilities and open to the general public will be conducted in a non-discriminatory manner, without regard to an individual's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information,

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marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

Report Vandalism

Although staff inspects our park sites and facilities on a regular basis, damage or vandalism may occur between visits. If you notice any broken equipment or furnishings, unsafe conditions, or vandalism, please report it to the Public Works Department at (619) 336-4580 during regular business hours.

CURRENT POLICY

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

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| TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers | POLICY# 803 |
| ADOPTED: August 10, 1993 | AMENDED: April 5, 2016 |

PURPOSE:

To establish a policy that defines appropriate facility usage and priorities and assigns responsibility for scheduling City of National City owned and operated community centers. This policy shall be applicable to all such facilities that are operated by City staff or by third party operators on behalf of the City.

The guidelines and regulations of this policy are subject to change or modification as deemed necessary by the City Council.

GENERAL POLICY:

National City Community Centers may be available for public meeting purposes, civic purposes, and non-profit organizations whose memberships substantially includes National City residents or whose purpose is to provide services to National City residents. Use of any City facilities shall not interfere with the daily routine of any City activity or operation.

City facilities may not be used by any person or group for private functions, commercial purposes for personal financial gain, fundraisers, for-profit events or any profit-making endeavors or any activity not consistent with the general business purpose of the building.

These guidelines and regulations are established to properly define the conditions under which the facilities may be used, operated, and preserved for future users. This City Council Policy 803 shall apply to all City-owned community center facilities over which the City exercises exclusive operation and control either through staff or third party operators acting on behalf of the City. and may be changed or modified as necessary by the City Council.

The following City-owned facilities are leased to third parties for purposes that are not under the exclusive operation and control of the City and are not subject to City Council Policy 803:

1. A Reason to Survive, 200 East 12th Street
2. The Boys and Girls Club, 1430 D Avenue
3. The Frank A Kimball House, 923 'A' Avenue
4. The National City Depot, 922 West 23rd Street

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5. The Stein Family Farm, 1808 'F' Avenue
6. National City Golf Course, 1439 Sweetwater Road

Third parties shall not use City facilities for any use or purpose in violation of the laws of the United States of America, or the laws, ordinances, regulations, orders, or requirements of the State of California, the County of San Diego, the City, or of other applicable authorities.

Facilities Governed by this Policy and Available for Reservation

1. Martin Luther King Jr. Community Center, 140 East 12th Street
Facility includes a large hall that can be separated into two sections and a kitchen
2. Kimball Senior Center, 1221 D Avenue
Facility includes a hall and kitchen
3. Casa De Salud Center, 1408 Harding Avenue
Facility includes a hall and half kitchen
4. El Toyon Recreation Center, 2005 East 4th Street
Includes a hall and two small classrooms
5. Camacho Recreation Center, 1810 East 22nd Street
Facility includes 2 classrooms

~~6. National City Aquatic Center, 3300 Goesno Place
Facility include classroom~~

~~7-6.~~ Granger Music Hall, 1615 East 4th Street
Facility includes hall designed for concerts

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Categories of Use by Priority

To ensure Community Centers are used in the best interest of National City residents, Community Centers will be administered in accordance with a priority system:

1. CITY PROGRAMS. National City programs, events and meetings shall have priority over any other program or usage.
2. CITY CO-SPONSORED PROGRAMS. National City co-sponsored programs shall be given second priority. Policy 802 governs the annual list of City Co-Sponsored events. Applications for co-sponsorship may be submitted to Neighborhood Services Department at any time. The Policy 802 Committee meets annually to review applications.

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3. **CITY STAFF PARTICIPATION:** Programs that include active participation and/or involvement by City staff to include, but not limited to, presentations, guest speaking and attendance. The City Manager or designee may approve the use to be categorized as City Staff Participation, as long as the program benefits City of National City employees and/or the community.
4. **EDUCATIONAL GROUPS.** Educational activities organized by any school located in National City.
5. **GOVERNMENTAL AGENCIES.** An administrative unit of government with specific responsibilities.
6. **CIVIC/SERVICE GROUPS.** An organization whose official goal is to improve National City neighborhoods through donations to local charities and volunteer work by its members.
7. **RESIDENT NON-PROFIT NATIONAL CITY GROUPS.** National City non-profit organizations, with 70% of active members having a National City residency and a majority of the officers having a National City residency.
8. **OTHER.** Proposed use not falling readily into one of the above categories of use will require approval from the City Manager or designee.

Prohibited Facility Use

City facilities are not available for the following purposes:

1. Private functions
2. Commercial purposes for personal financial gain
3. Fundraisers, for-profit events or any profit-making endeavors
4. Normally authorized groups sponsoring private usage
5. Any activity not consistent with the general business purpose of the building

Fees and Deposits Based on Category

| Category | Resident Fees | Non-Resident Fees | Facility Use Fee \$50 | Kitchen Deposit \$60 | Key Deposit \$100 | Cleaning Deposit \$100 | Audio/Visual Deposit \$100 |
|-------------------------------|---------------|-------------------|-----------------------|----------------------|-------------------|------------------------|----------------------------|
| 1. City Programs | None | None | None | None | None | None | None |
| 2. City Co-Sponsored Programs | None | None | None | None | None | None | None |
| 3. City Staff Participation | None | None | None | None | None | None | None |
| 4. Educational | | City Fees | | | | | |

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| Groups | Custodial Fees | and Custodial Fees | Required | Required | Required | Required | Required |
|---|----------------|------------------------------|----------|----------|----------|----------|----------|
| 5. Governmental Agencies | Custodial Fees | City Fees and Custodial Fees | Required | Required | Required | Required | Required |
| 6. Civic/Service Groups | Custodial Fees | City Fees and Custodial Fees | Required | Required | Required | Required | Required |
| 7. Resident Non-Profit National City Groups | Custodial Fees | City Fees and Custodial Fees | Required | Required | Required | Required | Required |
| 8. Other | Custodial Fees | City Fees and Custodial Fees | Required | Required | Required | Required | Required |

Resident and Non-Resident Fees

City Fees and Custodial Fees are set forth in the City Council approved Fee Schedule.

Facility Use Fee

A Facility Use Fee of \$50 is required for all resident and non-resident groups using a facility, excluding City Programs and City Co-Sponsored Programs.

Refundable Deposits

1. **KITCHEN DEPOSIT.** A non-waivable, refundable kitchen deposit of \$60 is required. Kitchen equipment including major appliances, cooking tools, eating utensils, and the overall kitchen area shall be left thoroughly clean and ready for use by the next group, without any further cleanup required. If the kitchen is not left clean, it will be cleaned by city staff or by contract, and the group will forfeit their deposit and be subject to an additional cleanup fee.
2. **KEY DEPOSIT.** A non-waivable, refundable key deposit of \$100 is required. If the key is not returned within one (1) business day of the event, the group will forfeit their deposit.
3. **CLEANING DEPOSIT.** A non-waivable, refundable cleaning deposit of \$100 is required. The facility, grounds and parking areas will be left clean and clear of debris. If the facility is not left clean, it will be cleaned by City staff or by contract, and the group will forfeit their deposit and be subject to an additional cleanup fee.

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Payment of Fees and Refundable Deposits

Fees for use of City facilities are set forth in the Council approved Fee Schedule, and must be paid in full at least ten (10) days prior to the event. If payment is not received, the event will be considered cancelled, and the organization will be advised. The City Manager or designee may, for sufficient reason, make exceptions to this clause, but in any event, payment must be received before the event occurs.

Deposits must be made with a separate check. Deposits will be refunded following the return of the issued key, where no damage or loss has occurred and where no extra clean-up is required. In the event of damage, loss or extra clean-up, as determined by the Public Works Department, the deposit may be forfeited and additional charges may be incurred.

Applicant Eligibility

When an application is submitted on behalf of a business entity or organization, it shall be signed by a person with authority to bind the company or organization. Applications for rental of City facilities will not be accepted from anyone less than 21 years of age. Youth groups must have adult sponsors who guarantee observation of the guidelines and regulations. A minimum of one adult per 20 people under the age of 18 is required at the activity.

Any misrepresentation as to the nature of the use or activity to occur at a City facility, the number of attendees expected, contact or payment information or any other falsification on rental application documents will result in the immediate cancellation of the proposed use or event and forfeiture of fees paid. Any such misrepresentation may result in denial of future rental requests and/or legal action.

Application Process

Reservations will be accepted on a first-come-first-served-basis. The Schedule will remain tentative until 30 days before an event. At any time prior to the 30 days before an event, a group of higher category may displace a group of lower category (although consideration will be given to previously scheduled events). At 30 days before an event, the schedule is locked in, and bumping will not be permitted, except for City Programs (category 1). The City reserves the right to cancel, reassign, or otherwise adjust reservations to comply with the demands of its own programs or emergency requirements.

Each organization is required to submit the following prior to being granted a Facility Use Permit:

1. Facility Use Application for each facility requested
2. Signed indemnity and hold harmless
3. Proof of insurance

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4. Current roster and enrollment data (if applicable)
5. A copy of 501(c)(3) status and current audited financial statement if applying for non-profit status (if applicable)
6. Payment of applicable fees

GENERAL RULES:

Facility Use Rules

1. The applicant is responsible to ensure that participants are respectful of the facilities and equipment.
2. At no time may the applicant extend the hours of the facility use.
3. The use of City facilities is a privilege and all requirements of the City staff will be met expeditiously.
4. City staff has the authority to direct that the event be terminated and that the premises be vacated and to request the Police Department's or Fire Department's assistance as necessary to clear the premises.
5. Failure to comply with any of the guidelines and regulations or a staff directive shall be grounds for denial of any future requests by the applicant.

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1. All City facilities, including parking areas, grounds and restrooms, shall be left clean and clear of debris and in orderly condition. If the facility is not left clean, it will be cleaned by City staff or by contract, and the group will be billed accordingly.
2. In the event of physical damage to the facility, its equipment, its contents, or the surrounding grounds, an estimate of the cost of repairs and/or replacement will be made by the City, and the group will be billed accordingly.
3. Officers of organizations shall supervise the conduct of their members to avoid damage to City property.
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Decorating

Use of glue guns, nails, thumbtacks, staples, masking or electrical tape inside the facility is not permitted. Only non-adhesive putty may be used on the walls. All decorations must be fire proof or fire-retardant materials. Organizations must bring their own extension cords. Decorating for an event is not permitted outside of the facility.

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Prior Policy Amendments

April 5, 2016

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CITY COUNCIL POLICY

CITY OF NATIONAL CITY

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| TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers | POLICY# 803 |
| ADOPTED: August 10, 1993 | AMENDED: April 5, 2016 |

PURPOSE:

To establish a policy that defines appropriate facility usage and priorities and assigns responsibility for scheduling City of National City owned and operated community centers. This policy shall be applicable to all such facilities that are operated by City staff or by third party operators on behalf of the City.

The guidelines and regulations of this policy are subject to change or modification as deemed necessary by the City Council.

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| TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers | POLICY # 803 |
| ADOPTED: August 10, 1993 | AMENDED: April 5, 2016 |

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Facilities Governed by this Policy and Available for Reservation

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Facility includes 2 classrooms
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Facility includes hall designed for concerts

Categories of Use by Priority

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5. **GOVERNMENTAL AGENCIES.** An administrative unit of government with specific responsibilities.
6. **CIVIC/SERVICE GROUPS.** An organization whose official goal is to improve National City neighborhoods through donations to local charities and volunteer work by its members.
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5. Any activity not consistent with the general business purpose of the building

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Fees and Deposits Based on Category

| Category | Resident Fees | Non-Resident Fees | Facility Use Fee \$50 | Kitchen Deposit \$60 | Key Deposit \$100 | Cleaning Deposit \$100 | Audio/Visual Deposit \$100 |
|---|----------------|------------------------------|-----------------------|----------------------|-------------------|------------------------|----------------------------|
| 1. City Programs | None | None | None | None | None | None | None |
| 2. City Co-Sponsored Programs | None | None | None | None | None | None | None |
| 3. City Staff Participation | None | None | None | None | None | None | None |
| 4. Educational Groups | Custodial Fees | City Fees and Custodial Fees | Required | Required | Required | Required | Required |
| 5. Governmental Agencies | Custodial Fees | City Fees and Custodial Fees | Required | Required | Required | Required | Required |
| 6. Civic/Service Groups | Custodial Fees | City Fees and Custodial Fees | Required | Required | Required | Required | Required |
| 7. Resident Non-Profit National City Groups | Custodial Fees | City Fees and Custodial Fees | Required | Required | Required | Required | Required |
| 8. Other | Custodial Fees | City Fees and Custodial Fees | Required | Required | Required | Required | Required |

Resident and Non-Resident Fees

City Fees and Custodial Fees are set forth in the City Council approved Fee Schedule.

Facility Use Fee

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Payment of Fees and Refundable Deposits

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Any misrepresentation as to the nature of the use or activity to occur at a City facility, the number of attendees expected, contact or payment information or any other falsification

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| TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers | POLICY # 803 |
| ADOPTED: August 10, 1993 | AMENDED: April 5, 2016 |

on rental application documents will result in the immediate cancellation of the proposed use or event and forfeiture of fees paid. Any such misrepresentation may result in denial of future rental requests and/or legal action.

Application Process

Reservations will be accepted on a first-come-first-served-basis. The Schedule will remain tentative until 30 days before an event. At any time prior to the 30 days before an event, a group of higher category may displace a group of lower category (although consideration will be given to previously scheduled events). At 30 days before an event, the schedule is locked in, and bumping will not be permitted, except for City Programs (category 1). The City reserves the right to cancel, reassign, or otherwise adjust reservations to comply with the demands of its own programs or emergency requirements.

Each organization is required to submit the following prior to being granted a Facility Use Permit:

1. Facility Use Application for each facility requested
2. Signed indemnity and hold harmless
3. Proof of insurance
4. Current roster and enrollment data (if applicable)
5. A copy of 501(c)(3) status and current audited financial statement if applying for non-profit status (if applicable)
6. Payment of applicable fees

GENERAL RULES:

Facility Use Rules

1. The applicant is responsible to ensure that participants are respectful of the facilities and equipment.
2. At no time may the applicant extend the hours of the facility use.
3. The use of City facilities is a privilege and all requirements of the City staff will be met expeditiously.
4. City staff has the authority to direct that the event be terminated and that the premises be vacated and to request the Police Department's or Fire Department's assistance as necessary to clear the premises.
5. Failure to comply with any of the guidelines and regulations or a staff directive shall be grounds for denial of any future requests by the applicant.

Damage, Cleanliness and Supervision

| | |
|--|-------------------------------|
| TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers | POLICY # 803 |
| ADOPTED: August 10, 1993 | AMENDED: April 5, 2016 |

1. All City facilities, including parking areas, grounds and restrooms, shall be left clean and clear of debris and in orderly condition. If the facility is not left clean, it will be cleaned by City staff or by contract, and the group will be billed accordingly.
2. In the event of physical damage to the facility, its equipment, its contents, or the surrounding grounds, an estimate of the cost of repairs and/or replacement will be made by the City, and the group will be billed accordingly.
3. Officers of organizations shall supervise the conduct of their members to avoid damage to City property.
4. Failure to comply may result in denial of future use of facilities.

Keys

If approved by the Public Works Director and/or the Community Services Division designee an organization may receive a key in order to access the facility. Facility keys must be picked up from the Public Works Department one business day before the permitted event between 7:30 a.m. and 5:30 p.m. Keys should be returned to Public Works Department within one (1) business day of the event or the group will forfeit their deposit.

Facility Set Up

Organizations are required to submit a room diagram at the time the facility application is submitted. The City will be responsible for the set up and tear down of equipment. Any additional equipment that the group wants to use at a City facility must be included on the facility application and approved by the City Manager or designee.

Decorating

Use of glue guns, nails, thumbtacks, staples, masking or electrical tape inside the facility is not permitted. Only non-adhesive putty may be used on the walls. All decorations must be fire proof or fire-retardant materials. Organizations must bring their own extension cords. Decorating for an event is not permitted outside of the facility.

Indemnification

The applicant must complete a release, hold harmless and indemnity agreement which releases the City, its elected officials, employees, representatives, and/or agents from any and all claims asserted, suits or liability established for damages or injuries, including death, to any person or property, including injuries to applicant, caused by or alleged to be caused by any act or omission by the City, its elected officials, employees, representatives, and/or agents which arise out of or are in any matter directly or indirectly connected with the use or condition of the premises.

Insurance

| | |
|--|-------------------------------|
| TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers | POLICY # 803 |
| ADOPTED: August 10, 1993 | AMENDED: April 5, 2016 |

All groups are required to have insurance to protect the City from liability occasioned by their use of City premises. Specifically, all insurance required by this policy shall be written by California admitted companies which are rated at least “A,VIII” by the current A.M. Best Rating Guide or by a company of equal financial stability which shall be approved by the City’s Risk Manager.

Commercial General Liability coverage with limits of at least one million dollars (\$1,000,000) per occurrence must be provided. The City of National City must be named as an additional insured pursuant to a separate endorsement which will be provided to the City along with the Certificate of insurance prior to use of City fields/facilities. In addition, all deductibles and/or self-insured retentions must be disclosed to and approved by the City’s Risk Manager.

Insurance coverage may be obtained through the City under terms, conditions, and rates applicable at the time, depending on the nature and duration of the proposed use. Organizations desiring to purchase such insurance through the City must contact the City’s Risk Manager.

Alcohol Regulations

The use of alcohol is prohibited in National City Community Center governed by this policy.

Smoking

Smoking is prohibited in any part of a City facility. Per Government Code Sections 7596-7598, smoking is prohibited within 20 feet of the main entrances, exits and operable windows of any facility owned, leased and occupied by the State, County, or City.

Security

Applicants may be required to provide licensed, uniformed and contracted security guards for each event at the rate of one (1) security guard for each 200 attendees, as determined by the Public Works Director and/or the Community Services Division designee after consultation with the Police Department.

Financial Statement

All organizations must submit a financial report on how they plan to use the funds raised from the event and how the funds raised will benefit the National City community. Any financial report must be filed with the City within fifteen (15) days subsequent to the event by any organization charging admission or by any group using the facility for fund-raising purposes. A sign-in log of attendees, with addresses, may be required.

No donations, under any guise or circumstance, or for any purpose, shall be solicited at any City facility for causes not directly related to the activity in progress.

| | |
|--|-------------------------------|
| TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers | POLICY # 803 |
| ADOPTED: August 10, 1993 | AMENDED: April 5, 2016 |

Non-Discrimination

The applicant hereby assures that all programs and activities implemented at City facilities and open to the general public will be conducted in a non-discriminatory manner, without regard to an individual's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

Report Vandalism

Although staff inspects our park sites and facilities on a regular basis, damage or vandalism may occur between visits. If you notice any broken equipment or furnishings, unsafe conditions, or vandalism, please report it to the Public Works Department at (619) 336-4580 during regular business hours.

Prior Policy Amendments

April 5, 2016

RESOLUTION NO. 2017 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
ADOPTING AMENDMENTS TO CITY COUNCIL POLICY 803:
FACILITY USE GUIDELINES AND REGULATIONS FOR
THE USE OF COMMUNITY CENTERS

BE IT RESOLVED by the City Council of the City of National City that City Council Policy No. 803, entitled "Facility Use Guidelines and Regulations for the Use of Community Centers" is amended as recommended by the Director of Community Services.

PASSED and ADOPTED this 18th day of April, 2017.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

George H. Eiser, III
Interim City Attorney

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit - National Day of Prayer sponsored by First Christian Church of National City at Kimball Park Bowl on May 4, 2017 with no waiver of fees. (Neighborhood Services)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 18, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit – National Day of Prayer sponsored by First Christian Church of National City at Kimball Park Bowl on May 4, 2017 with no waiver of fees.

PREPARED BY: Dionisia Trejo

DEPARTMENT: Neighborhood Services Department

PHONE: (619) 336-4255

APPROVED BY: 

EXPLANATION:

This is a request from First Christian Church of National City to conduct the National Day of Prayer at Kimball Park Bowl on May 4, 2017 from 6:30 p.m. to 7:30 p.m. Set up for the event will commence at 5:30 p.m. on the day of the event. This event is will consist of various churches from National City which will gather to worship and pray.

First Christian Church of National City is requesting to use the City's stage. Security will be provided by volunteers from local churches.

Note: This is the first year this organization has requested a Temporary Use Permit to conduct the National Day of Prayer at Kimball Park in the bowl area.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

City fee of \$237.00 for processing the TUP through various City departments, plus \$1,552.52 for Parks.
Total Fees: \$1,789.52

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees or in accordance to City Council Policy 802. |

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval. |



City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

- ☐ Fair/Festival ☐ Parade/March ☐ Walk or Run ☐ Concert/Performance
☒ TUP ☐ Sporting Event ☐ Other (specify) _____

Event Name & Location

Event Title National Day of Prayer
Event Location (list all sites being requested) Kimball Park Bowl

Event Times

Set-Up Starts
Date 5/4/17 Time 5:30 pm Day of Week Thur.
Event Starts
Date 5/4/17 Time 6:30 Day of Week Thur.
Event Ends
Date 5/4/17 Time 7:30 Day of Week Thur.
Breakdown Ends
Date 5/4/17 Time 8:00 Day of Week Thur.

RECEIVED

MAR 09 2017

Neighborhood Services Department
City of National City

Applicant Information

Applicant (Your name) Tim Captain Sponsoring Organization First Christian Church of National City
Event Coordinator (if different from applicant) _____
Mailing Address 1800 E. 17th St. National City, CA 91950
Day Phone 619 474-2254 After Hours Phone _____ Cell 619 518-8415 Fax _____
Public Information Phone _____ E-mail tim@nationalcitychurch.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

* Signature of Applicant: [Signature] Date 3/9/17

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☒ No ☐

Are admission, entry, vendor or participant fees required? Yes ☐ No ☒

If YES, please explain the purpose and provide amount (s):

\$ 0 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 0 Estimated Expenses for this event.

\$ 0 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

☐ First time event ☐ Returning Event ☐ Include site map with application

Note that this description may be published in our City Public Special Events Calendar:

This event is in conjunction with the National Day of Prayer.
Various churches from National City will gather to worship and
pray. The worship and prayer will be amplified

Estimated Attendance

Anticipated # of Participants: 500 Anticipated # of Spectators: _____

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes ☐ No ☒

List any streets requiring closure as a result of the event (provide map): _____

Date and time of street closure: _____ Date and time of street reopening: _____

☐ Other (explain) _____

Requesting to post "no parking" notices? Yes ☐ No ☒

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map): _____

☐ Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: Volunteers
from local churches will provide crowd control and
internal security.

Have you hired Professional Security to handle security arrangements for this event?

Yes ☐ No ☒ If YES, name and address of Security Organization _____

Security Director (Name): _____ Phone: _____

If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event.

Is this a night event? Yes ☒ No ☐ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

No need for illumination.

First Aid

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes ☐ No ☒ First aid/CPR certified? Yes ☐ No ☒

☐ First aid station to be staffed by professional company. ▶ Company _____

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

Individuals with disabilities may access the event by
using the top row of the bowl to participate

Elements of your Event

Setting up a stage? Yes ☒ No ☐

☐ Requesting City's PA system

☒ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☒ Dimensions (20x28)

☐ Applicant providing own stage ▶ _____ (Dimensions)

Setting up canopies or tents?

_____ # of canopies size _____

_____ # of tents size _____

☐ No canopies/tents being set up

Setting up tables and chairs?

☒ Furnished by Applicant or Contractor

_____ # of tables ☐ No tables being set up

10 # of chairs ☐ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____ # of tables ☐ No tables being set up

_____ # of chairs ☐ No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

- ☐ Sporting Equipment (explain) _____
- ☒ Other (explain) Will set up a PA system
- ☐ Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes ☒ No ☐

- ☒ PA System for announcements ☐ CD player or DJ music
- ☒ Live Music ▶ ☒ Small 4-5 piece live band ▶ ☐ Large 6+ piece live band
- ☐ Other (explain) _____

If using live music or a DJ. ▶ Contractor Name N/A

▶ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes ☐ No ☒

- ☐ Bringing in own lighting equipment
- ☐ Using professional lighting company ▶ Company Name _____

Address City/State Phone Number

Using electrical power? Yes ☒ No ☐

- ☒ Using on-site electricity ☒ For sound and/or lighting ☐ For food and/or refrigeration
- ☐ Bringing in generator(s) ☐ For sound and/or lighting ☐ For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes ☐ No ☒

- ☐ Vendors preparing food on-site ▶ # _____ ▶ Business License # _____

If yes, please describe how food will be served and/or prepared: _____

If you intend to cook food in the event area please specify the method:

☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER (Specify): _____

- ☐ Vendors bringing pre-packaged food ▶ # _____ ▶ Business License # _____
- ☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # _____
- ☐ Vendors selling food # _____ ▶ Business License #(s) _____
- ☐ Vendors selling merchandise # _____ ▶ Business License #(s) _____

- ☐ Food/beverages to be handled by organization; no outside vendors
- ☐ Vendors selling services # _____ ▶ Business License #(s) _____
- ▶ Explain services _____
- ☐ Vendors passing out information only (no business license needed) # _____
- ▶ Explain type(s) of information _____
- ☐ No selling or informational vendors at event

Having children activities? Yes ☐ No ☒

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

- ☐ Inflatable bouncer house # _____ ☐ Rock climbing wall Height _____
- ☐ Inflatable bouncer slide # _____ ☒ Arts & crafts (i.e., craft making, face painting, etc.)
- ☐ Other _____

Having fireworks or aerial display? Yes ☐ No ☒

- ☐ Vendor name and license # _____
- Dimensions _____ Duration _____
- Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$502.00

Arranging for media coverage? Yes ☐ No ☒

- ☐ Yes, but media will not require special set-up
- ☐ Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes ☒ No ☐

- ☒ Yes, we will post signage # 1 Dimensions 72" x 30"
- ☐ Yes, having inflatable signage # _____ ▶ (complete Inflatable Signage Request form)
- ☐ Yes, we will have banners # _____
- ☐ What will signs/banners say? _____
- ☐ How will signs/banners be anchored or mounted? _____

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes ☐ No ☒

If yes, please identify the following:

- ▶ Total number of portable toilets: _____
- ▶ Total number of ADA accessible portable toilets: _____
- ☐ Contracting with portable toilet vendor. ▶ _____
- | | | |
|-----------------------------|---------------|-------------|
| ▶ Load-in Day & Time _____ | Company _____ | Phone _____ |
| ▶ Load-out Day & Time _____ | | |
- ☐ Portable toilets to be serviced. ▶ Time _____

Set-up, Breakdown, Clean-up

Setting up the day before the event?

- ☒ Yes, will set up the day before the event. ▶ # of set-up day(s) _____
- ☒ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

- ☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)
- ☒ No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

- ☐ City to install litter fence
- ☐ Applicant to install litter fence

☒ N/A

Breaking down set-up the day after the event?

☐ Yes, breakdown will be the day after the event. ► # of breakdown day(s) _____

☒ No, breakdown will occur on the event day.

How are you handling clean-up?

- ☐ Using City crews
- ☒ Using volunteer clean-up crew during and after event.
- ☐ Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

**Please make a copy of this application for your records.
We do not provide copies.**



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

| | | | |
|-------------------------|-------------------------------|--------------------------|---------------------|
| Name of Special Event: | <u>National Day of Prayer</u> | | |
| Event Address: | | Expected # of Attendees: | <u>500</u> |
| Event Host/Coordinator: | <u>Tim Captain</u> | Phone Number: | <u>619-474-2254</u> |

619-518-8415

II. Storm Water Best Management Practices (BMPs) Review

| | YES | NO | N/A |
|---|-----|----|-----|
| Will enough trash cans provided for the event? Provide number of trash bins: <u>0</u> | | | X |
| Will enough recycling bins provided for the event? Provide number of recycle bins: <u>0</u> | | | X |
| Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets) | | | X |
| Do all storm drains have screens to temporarily protect trash and debris from entering? | | | X |
| Are spill cleanup kits readily available at designated spots? | | | X |

* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: First Christian Church of National City

Person in Charge of Activity: Tim Captain

Address: 1800 E 17th St.

Telephone: 619-474-2254 Date(s) of Use: _____

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MAR 09 2017

Neighborhood Services Department
City of National City

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

*

Signature of Applicant: _____

*

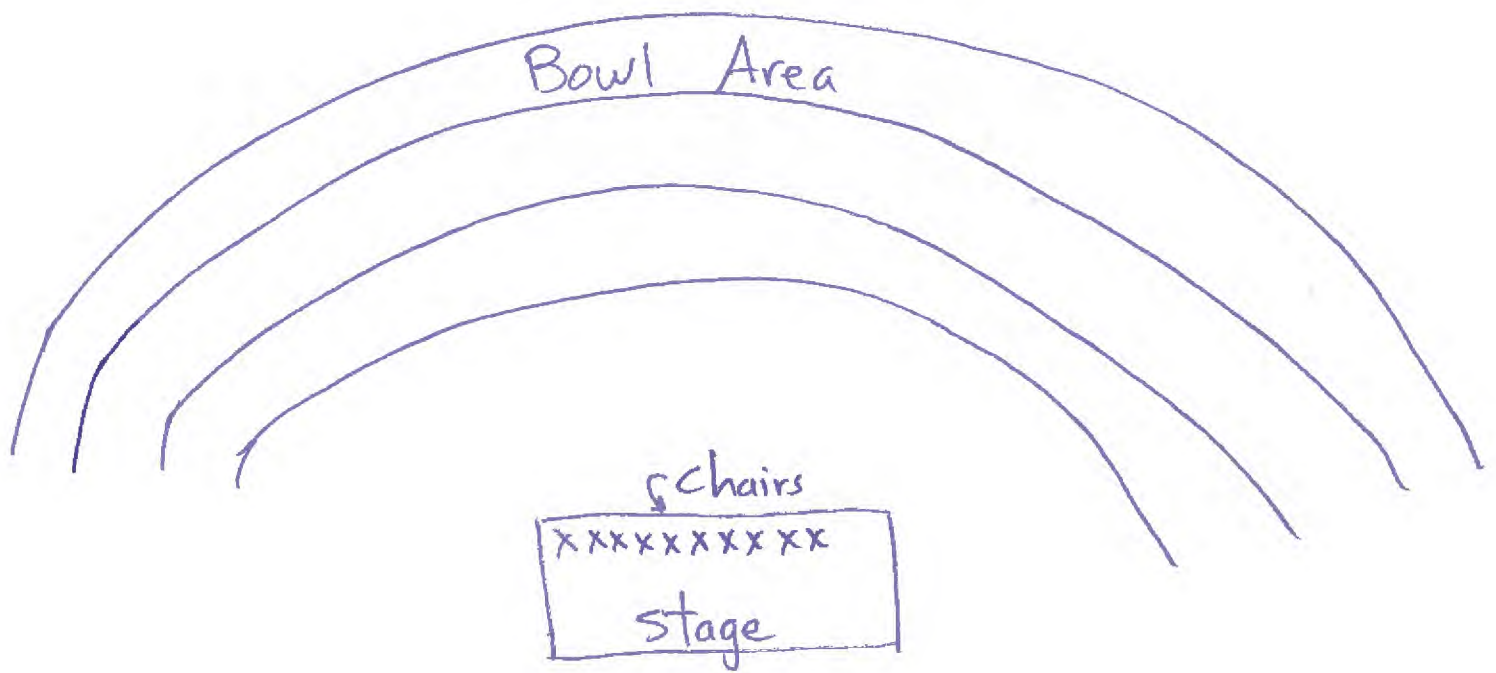
Official Title: _____

Date: 3/9/17

For Office Use Only

Certificate of Insurance Approved _____ Date _____

National Day of Prayer



**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: First Christian Church of National City
EVENT: National Day of Prayer
DATE OF EVENT: May 4, 2017

APPROVALS:

| | | | |
|-----------------------|-----------|--------|----------------------|
| DEVELOPMENT SERVICES | YES [x] | NO [] | SEE CONDITIONS [x] |
| RISK MANAGER | YES [x] | NO [] | SEE CONDITIONS [x] |
| PUBLIC WORKS | YES [x] | NO [] | SEE CONDITIONS [x] |
| FINANCE | YES [x] | NO [] | SEE CONDITIONS [] |
| FIRE | YES [x] | NO [] | SEE CONDITIONS [] |
| POLICE | YES [x] | NO [] | SEE CONDITIONS [] |
| CITY ATTORNEY | YES [x] | NO [] | SEE CONDITIONS [] |
| COMMUNITY SERVICES | YES [x] | NO [] | SEE CONDITIONS [] |
| NEIGHBORHOOD SERVICES | YES [x] | NO [] | SEE CONDITIONS [x] |

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES (619) 336-4318

Building

No comments

Planning

Speakers and/or PA equipment shall face away from adjacent residential properties.

Engineering

No comments

POLICE DEPARTMENT

No comments

CITY ATTORNEY

The City Attorney's office has no requirements for this application.

COMMUNITY SERVICES

No comments

RISK MANAGER (619) 336-4370

I have reviewed the above captioned request to for the issuance of a Temporary Use Permit. I would recommend that as a condition of the issuance of the permit that the following documents be provided:

- A valid copy of the Certificate of Liability Insurance.
- The applicant must provide a separate additional insured endorsement wherein it notes as the additional insured as "The City of National City, its officials, agents, employees and volunteers".
- That the insurance policy must have a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) and \$2,000,000.00 (TWO MILLION DOLLARS) in aggregate that would cover the date and location of the event
- That the insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not then insurance policy must be submitted to the Risk Management Department for review and approval prior to the issuance of the Temporary Use Permit.
- The Certificate Holder must reflect:
City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA. 91950-4397

PUBLIC WORKS (619)366-4580

Street Division

No comments

Facilities Division

No comments

Parks Division

The cost for parks department to provide the extended stage is as follows:

Set up during regular working hours (4 hour minimum) $\$155.25 \times 4 = \621.00

Break down during overtime hours (4 hour minimum) $\$232.88 \times 4 = \931.52

Total = \$1,552.52

FINANCE

No comments

FIRE (619) 336-4550

No comments

NEIGHBORHOOD SERVICES

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, “No Parking” signs being posted, music at the event, etc.

The following page(s) contain the backup material for Agenda Item: Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Executive Director to execute a Participation Agreement by and between the Community Development Commission-Housing Authority of the City of

**CITY OF NATIONAL CITY, CALIFORNIA
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 18, 2017

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Executive Director to execute a Participation Agreement by and between the Community Development Commission-Housing Authority of the City of National City and (i) Community HousingWorks and Mercy Housing California; (ii) Bridge Housing Corporation; (iii) Chelsea Investment Corporation and Serving Seniors; and (iv) RAHD Group, Affirmed Housing Corporation, Community Preservation Partners LLC, Thompson Consulting, and Casa Familiar to cover the cost of a Consultant Services Agreement with Kaiser Marston and Associates, Inc. for the solicitation and evaluation of proposals and negotiation of development agreements necessary to initiate the Morgan and Kimball Towers Rehabilitation and Recapitalization Project located at 1317 and 1415 "D" Avenue in National City.

PREPARED BY:

Carlos Aguirre, Housing & Economic Dev. Mgr.

DEPARTMENT: Housing & Economic
Development

PHONE: 619-336-4391

APPROVED BY:



EXPLANATION:

See Attachment No. 1 Background Report

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED:



Finance

APPROVED:

MIS

| | | | |
|----------------------|----------------------|-------------------|-------------|
| Revenue Account: | 001-45462-3634 | Misc. Revenue | \$60,000.00 |
| Expenditure Account: | 001-419-462-299-0000 | Contract Services | \$60,000.00 |

ENVIRONMENTAL REVIEW:

This above agreement under consideration do not constitute a project and, therefore, are not subject to environmental review.

ORDINANCE: INTRODUCTION:

☐

FINAL ADOPTION:

☐

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

n/a

ATTACHMENTS:

1. Background Report
2. Participation Agreement with Potential Developers

Background Report

On December 6, 2016, the Community Development Commission-Housing Authority ("CDC-HA") directed staff to provide approaches to implement a Request for Proposal ("RFP") process that would incorporate a comparison of financial proposals for the Rehabilitation and Recapitalization of Morgan and Kimball Senior Towers ("Towers"). The CDC-HA has been working with Keyser Marston Associates ("KMA") since May 2013 to model and evaluate financing structures for the Towers. Because of the extensive work KMA conducted on financial considerations for rehabilitating and recapitalizing Morgan and Kimball Towers, City staff requested a proposal from KMA that would compare approaches to further evaluate development teams.

On February 7, 2017, the CDC-HA considered the approaches included in KMA's proposal and directed staff to return with a resolution approving a Consultant Services Agreement with KMA ("KMA Agreement") for an amount not to exceed \$60,000.00. The approach selected by City Council is included in Exhibit "A" of the KMA Agreement provided as Attachment No. 2 of the subsequent City Council Agenda item staff report.

Four of five Potential Developers consisting of (i) Community HousingWorks and Mercy Housing California (collectively, "CHW-Mercy"); (ii) Bridge Housing Corporation ("Bridge"); (iv) Chelsea Investment Corporation and Serving Seniors (collectively, "Chelsea-Serving Seniors"); and (iv) RAHD Group, Affirmed Housing Corporation, Community Preservation Partners LLC, Thompson Consulting and Casa Familiar (collectively, the "Affirmed Group") have agreed to pay all costs incurred by the CDC-HA with respect to the KMA Agreement by executing the Participation Agreement ("Participation Agreement") provided in the staff report as Attachment No. 2. The Potential Developers are fully aware that the CDC-HA reserves the right to select any one or none of the Potential Developers.

If the Participation Agreement is approved by the CDC-HA then on or before April 20, 2017 ("Payment Deadline"), each of the Potential Developers shall pay an equal nonrefundable amount to the CDC-HA, so that the cumulative total amount paid by the Potential Developers equals \$60,000.00. Any Potential Developers that does not pay its full share of the amount set forth in the immediately preceding sentence on or before the Payment Deadline, then: (i) such Potential Developer shall no longer satisfy the definition of Potential Developer and shall no longer be a party to or have any interest in this Agreement and shall not be allowed to participate in the RFP process; and (ii) within five (5) business days the remaining Potential Developers shall contribute such equal additional amounts as necessary to cause the cumulative total amount paid by the remaining Potential Developers to equal \$60,000.00. Such amount shall be used by the CDC-HA to pay costs incurred with respect to the Property and amounts owed by the CDC-HA under the KMA Agreement. The KMA Agreement will only be executed after receiving a total of \$60,000.00 from two or more Potential Developers.

PARTICIPATION AGREEMENT (Morgan and Kimball Tower)

This Participation Agreement (“Agreement”) is dated as of the 18th day of April, 2017, by and between the Community Development Commission-Housing Authority of the City of National City (“CDC-HA”) and all of the following persons that execute and deliver a copy of this Agreement to the CDC-HA by the Execution Deadline set forth in Recital A, below: (i) Community HousingWorks and Mercy Housing California (collectively, “CHW-Mercy”); (ii) Bridge Housing Corporation (“Bridge”); (iii) National Community Renaissance of California and Reiner Communities (collectively, “National Core-Reiner”); (iv) Chelsea Investment Corporation and Serving Seniors (collectively, “Chelsea-Serving Seniors”); and (v) RAHD Group, Affirmed Housing Corporation, Community Preservation Partners LLC, Thompson Consulting and Casa Familiar (collectively, the “Affirmed Group”).

RECITALS

A. In order for any of CHW-Mercy, Bridge, National Core-Reiner, Chelsea-Serving Seniors or the Affirmed Group to become a party to this Agreement, it must execute and deliver a copy of this Agreement to the City on or before April 4, 2017 (“Execution Deadline”). If any of CHW-Mercy, Bridge, National Core-Reiner, Chelsea-Serving Seniors or the Affirmed Group, as defined in the introductory paragraph, above, is comprised of more than one person, then provided any one of those persons executes and delivers a copy of this Agreement to the CDC-HA on or before the Execution Deadline, then such person shall be bound by this Agreement. For example, if Community HousingWorks, but not Mercy Housing California delivers a copy of this Agreement to the CDC-HA on or before the Execution Deadline, then Community HousingWorks, but not Mercy Housing California shall be a party to this Agreement.

B. The persons that execute and deliver a copy of this Agreement to the City on or before the Execution Deadline, shall be collectively referred to herein as the “Potential Developers.” If this Agreement is executed and delivered to the City-HA on or before the Execution Deadline by fewer than all of CHW-Mercy, Bridge, National Core-Reiner, Chelsea-Serving Seniors and the Affirmed Group, then: (i) this Agreement shall be binding upon all of the parties that satisfy the definition of Potential Developers and only those Potential Developers shall be allowed to participate in the RFP process, as defined in Recital D, below; and (ii) the term “Potential Developers” shall mean only those persons that executed and delivered this Agreement to the CDC-HA on or before the Execution Deadline. For purposes of this Agreement, if any Potential Developer is comprised of more than one person or entity, then such persons or entities shall be treated as a single Potential Developer for purposes of this Agreement. For example if, all of the five (5) Affirmed Group persons (RAHD Group, Affirmed Housing Corporation, Community Preservation Partners LLC, Thompson Consulting and Casa Familiar) execute and deliver this Agreement to the CDC-HA before the Execution Deadline, then such persons or entities shall collectively be considered one (1) Potential Developer.

C. The CDC-HA owns the Kimball and Morgan Towers, which are generally located at 1317 D Avenue and 1415 D Avenue, respectively, in the City of National City, County of San Diego, California (“Property”).

D. The Potential Developers desire to recapitalize the Property and rehabilitate the improvements thereon generally as set forth in that certain Request for Qualifications issued by the CDC-HA dated March 24, 2016. However, some of the Potential Developers requested that the CDC-HA select one of the Potential Developers only after completing a Request for Proposals ("RFP") and the CDC-HA has agreed to do so. In order to commence and complete the RFP process, the CDC-HA must engage the services of, and is entering into a contract with, Keyser Marston and Associates ("KMA Contract"). The Potential Developers have agreed to pay all costs incurred by the CDC-HA with respect to the KMA Contract, fully aware that the CDC-HA reserves the right to select any one or none of the Potential Developers.

NOW, THEREFORE, the CDC-HA and the Potential Developers hereby agree as follows:

1. Payment of KMA Contract by the Potential Developers. On or before April 20, 2017 ("Payment Deadline"), each of the Potential Developers shall pay an equal nonrefundable amount to the CDC-HA, so that the cumulative total amount paid by the Potential Developers equals \$60,000.00. Any Potential Developers that does not pay its full share of the amount set forth in the immediately preceding sentence on or before the Payment Deadline, then: (i) such Potential Developer shall no longer satisfy the definition of Potential Developer and shall no longer be a party to or have any interest in this Agreement and shall not be allowed to participate in the RFP process; and (ii) within five (5) business days the remaining Potential Developers shall contribute such equal additional amounts as necessary to cause the cumulative total amount paid by the remaining Potential Developers to equal \$60,000.00. Such amount shall be used by the CDC-HA to pay costs incurred with respect to the Property and amounts owed by the CDC-HA under the KMA Contract.
2. Nondiscrimination. None of the Potential Developers shall discriminate against nor segregate, any person, or group or persons on account of sex, race, color, marital status, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall any of the Potential Developers establish or permit any such practice or practices of discrimination or segregation in the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property.
3. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.
4. Amendment of Agreement. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the CDC-HA and all of the Potential Developers.
5. Assignment Prohibited. In no event shall any of the Potential Developers assign or transfer any portion of such Potential Developer's rights or obligations under this Agreement

without the prior express written consent of the CDC-HA, which consent may be withheld in the CDC-HA's sole and absolute discretion.

6. Time of Essence. Time is of the essence of every portion of this Agreement in which time is a material part.

7. Recitals Incorporated. The Recitals to this Agreement are hereby incorporated in this Agreement by this reference.

8. Signature Authority. All individuals signing this Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the CDC-HA that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

9. Counterparts. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CDC-HA:

Community Development Commission-Housing Authority of the City of National City

By: _____
Leslie Deese, Executive Director

APPROVED AS TO FORM:


Christensen & Spath LLP

By: _____
Walter F. Spath III
Special Counsel to the CDC-HA


[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CHW-MERCY:

Community Housing Works

By: 
Print Name: Anne B. Wilson
Its: Senior Vice President

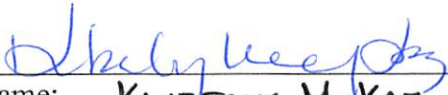
Mercy Housing California

By: 
Print Name: Ed Holder
Its: Vice President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

BRIDGE:

Bridge Housing Corporation

By: 
Print Name: KIMBERLY MCKAY
Its: EXECUTIVE VICE PRESIDENT

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

NATIONAL CORE-REINER:

National Community Renaissance of California

By: DECLINED TO PARTIPATE
Print Name: _____
Its: _____

Reiner Communities

By: DECLINED TO PARTICIPATE
Print Name: _____
Its: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CHELSEA-SERVING SENIORS

Chelsea Investment Corporation

By: Cheri Hoffman
Print Name: Cheri Hoffman
Its: President


Serving Seniors

By: Rick Roark
Print Name: Rick Roark
Its: Chief Financial Officer

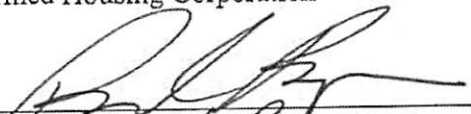
[SIGNATURES CONTINUED ON FOLLOWING PAGE]

AFFIRMED GROUP


RAHD Group

By: 
Print Name: Colin Rice
Its: Partner

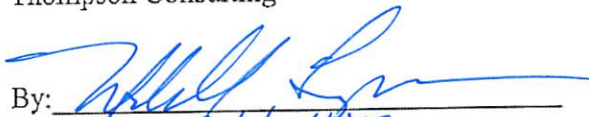
Affirmed Housing Corporation

By: 
Print Name: Brian L. Rogers
Its: President of Affirmed Housing


Community Preservation Partners LLC

By: 
Print Name: Anand Cannon
Its: President

Thompson Consulting

By: 
Print Name: Mitchell Thompson
Its: Principal

Casa Familiar

By: 
Print Name: Elizabeth R. Cuestas
Its: President & CEO

RESOLUTION NO. 2017 –

RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION-
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY AUTHORIZING
THE EXECUTIVE DIRECTOR TO EXECUTE A PARTICIPATION AGREEMENT
BY AND BETWEEN THE COMMUNITY DEVELOPMENT COMMISSION-
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY AND
(I) COMMUNITY HOUSINGWORKS AND MERCY HOUSING CALIFORNIA;
(II) BRIDGE HOUSING CORPORATION; (III) CHELSEA INVESTMENT
CORPORATION AND SERVING SENIORS; AND (IV) RAHD GROUP,
AFFIRMED HOUSING CORPORATION, COMMUNITY PRESERVATION
PARTNERS LLC, THOMPSON CONSULTING, AND CASA FAMILIAR ,
(COLLECTIVELY, THE “AFFIRMED GROUP”) TO COVER THE COST
OF A CONSULTANT SERVICES AGREEMENT WITH KAISER MARSTON
AND ASSOCIATES, INC., FOR THE SOLICITATION AND EVALUATION OF
PROPOSALS AND NEGOTIATION OF DEVELOPMENT AGREEMENTS
NECESSARY TO INITIATE THE MORGAN AND KIMBALL TOWERS
REHABILITATION AND RECAPITALIZATION PROJECT
LOCATED AT 1317 AND 1415 “D” AVENUE IN NATIONAL CITY

WHEREAS, on December 6, 2016, the Community Development Commission-
Housing Authority (“CDC-HA”) directed staff to provide approaches to implement a Request for
Proposal process that would incorporate a comparison of financial proposals for the
Rehabilitation and Recapitalization of Morgan and Kimball Senior Towers (the “Towers”); and

WHEREAS, the CDC-HA has been working with Keyser Marston Associates,
Inc., (“KMA”) since May 2013 to model and evaluate financing structures for the Towers, and
because of the extensive work KMA conducted on financial considerations for rehabilitating and
recapitalizing Morgan and Kimball Towers, City staff requested a proposal from KMA that would
compare approaches to further evaluate development teams; and

WHEREAS, on February 7, 2017, the CDC-HA considered the approaches
included in KMA’s proposal and directed staff to return with a resolution approving a Consultant
Services Agreement with KMA (“KMA Agreement”) for an amount not to exceed \$60,000.00;
and

WHEREAS, the approach selected by City Council is included in Exhibit “A” of
the KMA Agreement; and

WHEREAS, four of the five Potential Developers consisting of (i) Community
HousingWorks and Mercy Housing California (collectively, “CHW-Mercy”); (ii) Bridge Housing
Corporation (“Bridge”); (iv) Chelsea Investment Corporation and Serving Seniors (collectively,
“Chelsea-Serving Seniors”); and (iv) RAHD Group, Affirmed Housing Corporation, Community
Preservation Partners LLC, Thompson Consulting, and Casa Familiar (collectively, the “Affirmed
Group”) have agreed to pay all costs incurred by the CDC-HA with respect to the KMA
Agreement by executing a Participation Agreement; and

WHEREAS, the Potential Developers are fully aware that the CDC-HA reserves
the right to select any one or none of the Potential Developers; and

WHEREAS, upon approval of the Participation Agreement by the CDC-HA, on or before April 20, 2017 (“Payment Deadline”), each of the Potential Developers shall pay an equal nonrefundable amount to the CDC-HA, so that the cumulative total amount paid by the Potential Developers equals \$60,000.00; and

WHEREAS, any Potential Developers that do not pay its full share of the \$60,000 on or before the Payment Deadline, then: (i) such Potential Developer shall no longer satisfy the definition of Potential Developer and shall no longer be a party to or have any interest in this Agreement and shall not be allowed to participate in the RFP process; and (ii) within five (5) business days the remaining Potential Developers shall contribute such equal additional amounts as necessary to cause the cumulative total amount paid by the remaining Potential Developers to equal \$60,000; and

WHEREAS, such amount shall be used by the CDC-HA to pay costs incurred with respect to the Property and amounts owed by the CDC-HA under the KMA Agreement, which will only be executed after receiving a total of \$60,000.00 from two or more Potential Developers.

NOW THEREFORE BE IT RESOLVED that the Community Development Commission-Housing Authority of the City of National City hereby authorizes the Executive Director to execute a Participation Agreement by and between the Community Development Commission-Housing Authority of the City of National City and (i) Community HousingWorks and Mercy Housing California; (ii) Bridge Housing Corporation; (iii) Chelsea Investment Corporation and Serving Seniors; and (iv) RAHD Group, Affirmed Housing Corporation, Community Preservation Partners LLC, Thompson Consulting, and Casa Familiar (collectively, the “Affirmed Group”) to cover the cost of a Consultant Services Agreement with Kaiser Marston and Associates, Inc., for the solicitation and evaluation of proposals from the Potential Developers and negotiation of development agreements necessary to initiate the Morgan and Kimball Towers Rehabilitation and Recapitalization Project located at 1317 and 1415 “D” Avenue in National City. Said Participation Agreement is on file in the office of the City Clerk.

PASSED and ADOPTED this 18th day of April, 2017.

Ron Morrison, Chairman

ATTEST:

Leslie Deese, Secretary

APPROVED AS TO FORM:

George H. Eiser, III
Interim General Counsel

The following page(s) contain the backup material for Agenda Item: Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Chairman to execute, upon receipt of \$60,000 from two or more Potential Developers, a Consulting Services Agreement by and between the Commun

**CITY OF NATIONAL CITY, CALIFORNIA
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 18, 2017

AGENDA ITEM NO. 23

ITEM TITLE:

Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Chairman to execute, upon receipt of \$60,000 from two or more Potential Developers, a Consulting Services Agreement by and between the Community Development Commission-Housing Authority of the City of National City and Keyser Marston Associates, Inc. for the solicitation and evaluation of proposals and negotiation of development agreements necessary to initiate the Morgan and Kimball Towers Rehabilitation and Recapitalization Project located at 1317 and 1415 "D" Avenue in National City; and establishing the budget appropriation for said Agreement.

PREPARED BY:

Carlos Aguirre, Housing & Economic Dev. Mgr.

PHONE: 619-336-4391

DEPARTMENT: Housing & Economic
Development

APPROVED BY: 

EXPLANATION:

See Attachment No. 1 Background Report

FINANCIAL STATEMENT:

ACCOUNT NO.

| | | | |
|----------------------|----------------------|-------------------|-------------|
| Revenue Account: | 001-45462-3634 | Misc. Revenue | \$60,000.00 |
| Expenditure Account: | 001-419-462-299-0000 | Contract Services | \$60,000.00 |

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This above agreement under consideration do not constitute a project and, therefore, are not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

n/a

ATTACHMENTS:

1. Background Report
2. KMA Consultant Services Agreement

Background Report

On December 6, 2016, the Community Development Commission-Housing Authority ("CDC-HA") directed staff to provide approaches to implement a Request for Proposal ("RFP") process that would incorporate a comparison of financial proposals for the Rehabilitation and Recapitalization of Morgan and Kimball Senior Towers ("Towers"). The CDC-HA has been working with Keyser Marston Associates ("KMA") since May 2013 to model and evaluate financing structures for the Towers. Because of the extensive work KMA conducted on financial considerations for rehabilitating and recapitalizing Morgan and Kimball Towers, City staff requested a proposal from KMA that would compare approaches to further evaluate development teams.

On February 7, 2017, the CDC-HA considered the approaches included in KMA's proposal and directed staff to return with a resolution approving a Consultant Services Agreement with KMA ("KMA Agreement") for an amount not to exceed \$60,000.00. The approach selected by City Council is included in Exhibit "A" of the KMA Agreement provided as Attachment No. 2 of the staff report.

Four of five Potential Developers consisting of (i) Community HousingWorks and Mercy Housing California (collectively, "CHW-Mercy"); (ii) Bridge Housing Corporation ("Bridge"); (iv) Chelsea Investment Corporation and Serving Seniors (collectively, "Chelsea-Serving Seniors"); and (iv) RAHD Group, Affirmed Housing Corporation, Community Preservation Partners LLC, Thompson Consulting and Casa Familiar (collectively, the "Affirmed Group") have agreed to pay all costs incurred by the CDC-HA with respect to the KMA Agreement by executing the Participation Agreement ("Participation Agreement") provided in the preceding City Council Agenda item staff report as Attachment No. 2. The Potential Developers are fully aware that the CDC-HA reserves the right to select any one or none of the Potential Developers.

If the Participation Agreement is approved by the CDC-HA then on or before April 20, 2017 ("Payment Deadline"), each of the Potential Developers shall pay an equal nonrefundable amount to the CDC-HA, so that the cumulative total amount paid by the Potential Developers equals \$60,000.00. Any Potential Developers that does not pay its full share of the amount set forth in the immediately preceding sentence on or before the Payment Deadline, then: (i) such Potential Developer shall no longer satisfy the definition of Potential Developer and shall no longer be a party to or have any interest in this Agreement and shall not be allowed to participate in the RFP process; and (ii) within five (5) business days the remaining Potential Developers shall contribute such equal additional amounts as necessary to cause the cumulative total amount paid by the remaining Potential Developers to equal \$60,000.00. Such amount shall be used by the CDC-HA to pay costs incurred with respect to the Property and amounts owed by the CDC-HA under the KMA Agreement. The KMA Agreement will only be executed after receiving a total of \$60,000.00 from two or more Potential Developers.

**AGREEMENT
BY AND BETWEEN
THE COMMUNITY DEVELOPMENT COMMISSION – HOUSING
AUTHORITY OF THE CITY OF NATIONAL CITY
AND
KEYSER MARSTON ASSOCIATES, INC.**

THIS AGREEMENT is entered into on this ____ day of _____, 2017, by and between the THE COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY, a municipal corporation (the “CDC-HA”), and KEYSER MARSTON ASSOCIATES, INC, economic consultant (the “CONSULTANT”).

RECITALS

WHEREAS, the CDC-HA desires to employ a CONSULTANT to provide consulting services related to the solicitation, evaluation, and negotiation of a housing developer for the Kimball and Morgan Towers Rehabilitation and Recapitalization Project.

WHEREAS, the CDC-HA has determined that the CONSULTANT is a economic consulting service and is qualified by experience and ability to perform the services desired by the CDC-HA, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CDC-HA agrees to engage the CONSULTANT to assist the CDC-HA in its efforts to select and affordable housing developer to refinance and renovate the Kimball and Morgan Towers, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective as of the date of execution by the CDC-HA and expires on June 30, 2018. Completion dates or time durations for specific portions of the project are set forth in Exhibit “A”. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to three one-year extensions. Any extension of this Agreement must be approved in writing by the Executive Director of the CDC-HA.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit “A”.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CDC-HA for such services, except as authorized

in advance by the CDC-HA. The CONSULTANT shall appear at meetings specified in Exhibit "A" to keep staff and CDC-HA Council advised of the progress on the project.

The CDC-HA may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CDC-HA and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Carlos Aguirre, Housing and Economic Development Manager, hereby is designated as the Project Coordinator for the CDC-HA and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Paul C. Marra thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$60,000.00. The compensation for the CONSULTANT'S work shall not exceed the rates set forth in Exhibit "B". Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CDC-HA.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CDC-HA, and for furnishing of copies to the CDC-HA, if requested.

6. **ACCEPTABILITY OF WORK.** The CDC-HA shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the CDC-HA cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the CDC-HA or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CDC-HA shall each prepare a report which supports their position and file the same with the other party. The CDC-HA shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this project, whether paper or electronic, shall become the property of the CDC-HA for use with respect to this project, and shall be turned over to the CDC-HA upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CDC-HA, and CONSULTANT thereby expressly waives and disclaims any

copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CDC-HA'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CDC-HA, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CDC-HA may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written work product for the CDC-HA'S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CDC-HA of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CDC-HA, or for any liability to the CDC-HA should the documents be used by the CDC-HA for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity from CDC-HA and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the CDC-HA, and are not entitled to any of the rights, benefits, or privileges of the CDC-HA'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the CDC-HA for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement nor any interest herein may be assigned by the CONSULTANT without the prior written consent of the CDC-HA. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CDC-HA nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as herein set forth, and the CONSULTANT or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CDC-HA, it being understood that the CONSULTANT its agents, servants, and employees are as to the CDC-HA wholly independent CONSULTANT, and that the CONSULTANT'S obligations to the CDC-HA are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each

of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CDC-HA that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CDC-HA, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CDC-HA otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CDC-HA are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-paragraph will render the CONSULTANT liable to the CDC-HA for any increased costs that result from the CDC-HA's later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CDC-HA setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CDC-HA may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CDC-HA. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CDC-HA. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CDC-HA for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONSULTANT agrees to defend, indemnify and hold harmless the CDC-HA of National CDC-HA, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT'S negligence or willful misconduct in the performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CDC-HA, its agents, officers, employees or volunteers. CDC-HA will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the CDC-HA Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CDC-HA and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CDC-HA or its officers, employees, or volunteers, for or on account of any

liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

17. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following checked insurance policies:

A. ☒ If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CDC-HA and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CDC-HA and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specific CDC-HA on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CDC-HA. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CDC-HA.

E. The aforesaid policies shall constitute primary insurance as to the CDC-HA, its officers, officials, employees, and volunteers, so that any other policies held by the CDC-HA shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CDC-HA of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. Insurance shall be written with only California admitted companies that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CDC-HA'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

H. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CDC-HA'S Risk Manager. If the CONSULTANT does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CDC-HA may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

I. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CDC-HA.

18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CDC-HA shall, in addition, be limited to the amount of attorney's fees incurred by the CDC-HA in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

19. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CDC-HA. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CDC-HA for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CDC-HA.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CDC-HA, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CDC-HA by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CDC-HA all rights set forth in Section 7.

E. The CDC-HA further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

20. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CDC-HA:

Carlos Aguirre
Housing and Economic Development Manager
Housing and Economic Development Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:

Paul C. Marra
Vice President & Managing Principal
Keyser Marston Associates, Inc.
555 West Beech Street, Suite 460
San Diego, CA 92101

Address for Payments:

Keyser Marston Associates, Inc.
160 Pacific Avenue, Suite 204
San Francisco, CA 94111

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

21. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT**
OBLIGATIONS. During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CDC-HA of National CDC-HA. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material

financial interest, either direct or indirect, without first notifying the CDC-HA of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CDC-HA in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CDC-HA.

☐ If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National CDC-HA Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the CDC-HA Clerk of the CDC-HA of National CDC-HA in a timely manner on forms which the CONSULTANT shall obtain from the CDC-HA Clerk.

The CONSULTANT shall be strictly liable to the CDC-HA for all damages, costs or expenses the CDC-HA may suffer by virtue of any violation of this Paragraph 22 by the CONSULTANT.

22. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720,1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

23. **MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits,schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. *Subcontractors or Subconsultants.* The CDC-HA is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CDC-HA in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CDC-HA, both the insurance provisions in Section 17 and the indemnification and hold harmless provision of Section 15 of this Agreement.

M. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

**CDC-HA OF THE CITY OF NATIONAL
CITY**

KEYSER MARSTON ASSOCIATES, INC.

*(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)*

By: _____
Ron Morrison, Chairman

By: _____
Paul C. Marra
Vice President, Managing Principal

APPROVED AS TO FORM:

George H. Eiser, III,
Interim CDC-HA Attorney

CERTIFICATE OF SECRETARY

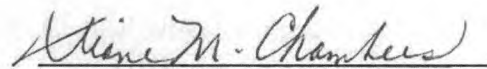
I, the undersigned, do hereby certify that:

(1) I am the duly elected and acting Secretary of Keyser Marston Associates, Inc. a California Corporation; and

(2) That Paul C. Marra, a Vice President and Assistant Secretary of Keyser Marston Associates, Inc. is authorized on behalf of the Corporation to sign the Agreement dated March 7, 2017 between the Community Development Commission – Housing Authority of the City of National City and Keyser Marston Associates, Inc.; and

(3) Further, all corporate officers of Keyser Marston Associates, Inc. are authorized to enter into contracts and execute instruments in the name of the Corporation or on behalf of the Corporation, pursuant to the Corporation's Bylaws, adopted September 14, 1990.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of such corporation this 21st day of February, 2017.



Diane M. Chambers, Secretary

EXHIBIT A

**KMA SCOPE OF WORK
KIMBALL AND MORGAN TOWERS RFP
CITY OF NATIONAL CITY**

- **Task #1: Developer Solicitation**

- A. Participate in teleconference with City to discuss primary goals and objectives for the Project.
- B. Review pertinent information related to Project including RFQ responses submitted by each developer
- C. Prepare draft RFP. RFP will specify project criteria, minimum financial terms, and timing of performance. It will establish submittal requirements in terms of the affordable housing developer's financing approach, and financial proposal.
- D. Prepare a financial pro forma/cash flow template for inclusion within the RFP.

- **Task #2: Developer Evaluation**

- A. Review RFP responses, including summary of deal structure and business terms proposed by each developer.
- B. Prepare written data requests itemizing missing data, inconsistencies in developer submittals, and/or need for clarification.
- C. Evaluate developers' financial pro formas and cash flow projections.
- D. Prepare independent financial models of each developer's proposal and identify any areas of difference in terms of developers' vs. KMA inputs and assumptions.
- E. Present KMA conclusions in a summary matrix comparing strengths and weaknesses of each developer, accompanied by supporting technical exhibits.
- F. Participate in a meeting with City staff to present KMA conclusions.
- G. Recommend a list of finalist for further consideration and/or recommend City conduct interviews with some or all proposers.
- F. Prepare interview questions and participate in developer interviews as needed.

- **Task #3: Developer Negotiations**

- A. Prepare recommended business terms for the proposed partnership and/or agreement between the City and the selected developer.
- B. Participate in meetings and teleconferences with the City, the selected developer, and legal counsel to assist in negotiating the proposed partnership or agreement.
- C. Correspond with selected developer to identify any remaining areas of pro forma differences and obtain clarification or substantiation from the developer.
- D. Review and analyze successive development concepts, financial pro formas, and potential deal terms under consideration by the City and the selected developer.

EXHIBIT B
KEYSER MARSTON ASSOCIATES, INC.
HOURLY FEE SCHEDULE

| | <u>2016/2017</u> |
|----------------------|-------------------------|
| A. JERRY KEYSER* | \$280.00 |
| MANAGING PRINCIPALS* | \$280.00 |
| SENIOR PRINCIPALS* | \$270.00 |
| PRINCIPALS* | \$250.00 |
| MANAGERS* | \$225.00 |
| SENIOR ASSOCIATES | \$187.50 |
| ASSOCIATES | \$167.50 |
| SENIOR ANALYSTS | \$150.00 |
| ANALYSTS | \$130.00 |
| TECHNICAL STAFF | \$95.00 |
| ADMINISTRATIVE STAFF | \$80.00 |

Directly related job expenses not included in the above rates are: auto mileage, parking, air fares, hotels and motels, meals, car rentals, taxies, telephone calls, delivery, electronic data processing, graphics and printing. Directly related job expenses will be billed at 110% of cost.

Monthly billings for staff time and expenses incurred during the period will be payable within thirty (30) days of invoice date.

* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.



CERTIFICATE OF LIABILITY INSURANCE

Attachment **DATE** (MM/DD/YYYY)
2/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER MOC Insurance Services License No. 0589960 44 Montgomery St., 17th Fl. San Francisco CA 94104 | CONTACT NAME: Halidee Callejas PHONE (A/C, No, Ext): (415) 957-0600 E-MAIL ADDRESS: hcallegas@mocins.com FAX (A/C, No): (415) 957-0577 | | | | | | | | | | | | | | |
|---|---|-------------------------------|--------|--------------------------------------|-------|---|-------|-------------------------------------|-------|---|-------|--------------------------------------|-------|-------------|--|
| INSURED Keyser Marston Associates, Inc. 160 Pacific Avenue, Suite 204 San Francisco CA 94111 | <table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A Massachusetts Bay Ins. Co.</td><td>22306</td></tr><tr><td>INSURER B Allmerica Financial Benefit Co.</td><td>41840</td></tr><tr><td>INSURER C Hanover Insurance Company</td><td>31534</td></tr><tr><td>INSURER D Republic Indemnity Company of</td><td>43753</td></tr><tr><td>INSURER E Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A Massachusetts Bay Ins. Co. | 22306 | INSURER B Allmerica Financial Benefit Co. | 41840 | INSURER C Hanover Insurance Company | 31534 | INSURER D Republic Indemnity Company of | 43753 | INSURER E Evanston Insurance Company | 35378 | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A Massachusetts Bay Ins. Co. | 22306 | | | | | | | | | | | | | | |
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| INSURER E Evanston Insurance Company | 35378 | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

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|---|--------------------------------------|-------------------------|
| COVERAGES | CERTIFICATE NUMBER: 2016-2017 | REVISION NUMBER: |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | |

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------------------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | X | | ZDFA49104902 No Deductible Applies | 12/1/2016 | 12/1/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp \$500 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> Coll \$500 | X | | AWFA49004902 | 12/1/2016 | 12/1/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured Motorist combined \$ 1,000,000 |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 | X | | UHFA49117102 | 12/1/2016 | 12/1/2017 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 |
| D | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 3954622 | 12/1/2016 | 12/1/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| E | <input checked="" type="checkbox"/> Professional Liability Retention \$25,000 | | | E0865356 Retro Date: 11/11/1976 | 12/1/2016 | 12/1/2017 | Each Wrongful Act \$1,000,000 AGGREGATE LIMIT \$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of National City and The Community Development Commission-Housing Authority of the City of National City and its officers, agents, employees, and volunteers are named as additional insured as respects their interest may appear per written contract. Granted a waiver of subrogation for General Liability, Auto Liability, and workers Compensation policies. This insurance is primary and non-contributory. 30 day cancellation clause and 10 day notice of cancellation for non-payment of premium

CERTIFICATE HOLDER

The City of National City & The Community Development Commission Housing Authority of the City of National City
1243 National City Boulevard
National City, CA 91950-4397

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Halidee Callejas/HCA

Halidee Callejas

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ACORD 25 (2014/01)

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INS025 (201401)

**INSURANCE INDUSTRIE CHANGE; COMMERCIAL GENERAL LIABILITY
ADDITIONAL INSURED ENDORSEMENT**

Please be advised that the CG 20 10 10 01 Endorsement has been replaced with the CG 20 10 07 04 Additional Insured Endorsement. The City of National City and the Community Development Commission-Housing Authority of the City of National City and its officers, agents, employees, and volunteers is/are named as Additional Insured(s) on the Commercial General Liability policy.

Keyser Marston Associates, Inc. provides professional services to; The City of National City and the Community Development Commission-Housing Authority of the City of National City and its officers, agents, employees, and volunteers therefore 'completed operations' coverage would be addressed under the Professional Liability policy shown as "Insurer D" on the attached Certificate of Insurance.

COMMERCIAL GENERAL LIABILITY

CG 20 10 07 04

POLICY NUMBER: ZDFA49104902

Effective Date: 12/01/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name of Additional Insured Person(s) or Organization(s): | Location(s) of Covered Operations |
|--|-----------------------------------|
| <p><u>The City of National City and the Community Development Commission-Housing Authority of the City of National City and its officers, agents, employees, and volunteers</u></p> <p>It is understood and agreed that this insurance is primary and any other insurance maintained by the Additional Insured shall be excess only and not contributing with this insurance in regards to all operations as pertains to the named insured.</p> | «Location» |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Keyser Marston Associates, Inc
Policy No. AWFA49004902

COMMERCIAL AUTO
CA 00 01 03 06

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

| Symbol | Description Of Covered Auto Designation Symbols | |
|--------|---|--|
| 1 | Any "Auto" | |
| 2 | Owned "Autos" Only | Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins. |
| 3 | Owned Private Passenger "Autos" Only | Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins. |
| 4 | Owned "Autos" Other Than Private Passenger "Autos" Only | Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins. |
| 5 | Owned "Autos" Subject To No-Fault | Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged. |
| 6 | Owned "Autos" Subject To A Compulsory Uninsured Motorists Law | Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement. |
| 7 | Specifically Described "Autos" | Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three). |
| 8 | Hired "Autos" Only | Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households. |
| 9 | Nonowned "Autos" Only | Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs. |

| | | |
|----|--|---|
| 19 | Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only | Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged. |
|----|--|---|

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 03 13**

(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

| State | Person or Organization | Job Description |
|--------------|--|---|
| California | The Community Development Commission Housing Authority Of The City Of National City 1243 National City Boulevard National City, CA 91950-4397 | All California Operations Performed By The Named Insured On Behalf Of The Certificate Holder. |

The premium charge for this endorsement shall be 5% of the premium developed in conjunction with the work for which this waiver is provided, subject to a minimum premium of \$100. This charge will be billed at the final audit.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

| Republic Indemnity Company of America | |
|--|---------------------------------|
| Company Number | 19739 |
| Insured | Keyser Marston Associates, Inc. |
| Policy Number | 39546-22 |
| Endorsement Number | 103 |
| Endorsement Effective | December 01, 2016 |
| Printed On | February 27, 2017 |

Countersigned by : _____

WC 00 03 13

(Ed. 04-84)

Insured Copy

RESOLUTION NO. 2017 –

RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION-
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY AUTHORIZING
THE CHAIRMAN TO EXECUTE, UPON RECEIPT OF \$60,000 FROM TWO OR
MORE POTENTIAL DEVELOPERS, A CONSULTING SERVICES AGREEMENT
BY AND BETWEEN THE COMMUNITY DEVELOPMENT COMMISSION-
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY AND
KEYSER MARSTON ASSOCIATES, INC., FOR THE SOLICITATION AND
EVALUATION OF PROPOSALS AND NEGOTIATION OF DEVELOPMENT
AGREEMENTS NECESSARY TO INITIATE THE MORGAN AND KIMBALL
TOWERS REHABILITATION AND RECAPITALIZATION PROJECT
LOCATED AT 1317 AND 1415 “D” AVENUE IN NATIONAL CITY; AND
ESTABLISHING THE BUDGET APPROPRIATION FOR SAID AGREEMENT

WHEREAS, on December 6, 2016, the Community Development Commission-
Housing Authority’s (“CDC-HA”) directed staff to provide approaches to implement a Request
for Proposal process that would incorporate a comparison of financial proposals for the
Rehabilitation and Recapitalization of Morgan and Kimball Senior Towers (“Towers”); and

WHEREAS, the CDC-HA has been working with Keyser Marston Associates, Inc.
(“KMA”) since May 2013 to model and evaluate financing structures for the Towers, and
because of the extensive work KMA conducted on financial considerations for rehabilitating and
recapitalizing Morgan and Kimball Towers, City staff requested a proposal from KMA that would
compare approaches to further evaluate development teams; and

WHEREAS, on February 7, 2017, the CDC-HA considered the approaches
included in KMA’s proposal and directed staff to return with a resolution approving a Consultant
Services Agreement with KMA (“KMA Agreement”) for an amount not to exceed \$60,000.00;
and

WHEREAS, the approach selected by City Council is included in Exhibit “A” of
the KMA Agreement; and

WHEREAS, four of the five Potential Developers consisting of (i) Community
HousingWorks and Mercy Housing California (collectively, “CHW-Mercy”); (ii) Bridge Housing
Corporation (“Bridge”); (iv) Chelsea Investment Corporation and Serving Seniors (collectively,
“Chelsea-Serving Seniors”); and (iv) RAHD Group, Affirmed Housing Corporation, Community
Preservation Partners LLC, Thompson Consulting, and Casa Familiar (collectively, the “Affirmed
Group”) have agreed to pay all costs incurred by the CDC-HA with respect to the KMA
Agreement by executing a Participation Agreement; and

WHEREAS, the Potential Developers are fully aware that the CDC-HA reserves
the right to select any one or none of the Potential Developers; and

WHEREAS, upon approval of the Participation Agreement by the CDC-HA, and
on or before April 20, 2017 (“Payment Deadline”), each of the Potential Developers shall pay an
equal nonrefundable amount to the CDC-HA, so that the cumulative total amount paid by the
Potential Developers equals \$60,000.00; and

WHEREAS, any Potential Developers that do not pay its full share of the \$60,000 on or before the Payment Deadline, then: (i) such Potential Developer shall no longer satisfy the definition of Potential Developer and shall no longer be a party to or have any interest in this Agreement and shall not be allowed to participate in the RFP process; and (ii) within five (5) business days the remaining Potential Developers shall contribute such equal additional amounts as necessary to cause the cumulative total amount paid by the remaining Potential Developers to equal \$60,000; and

WHEREAS, such amount shall be used by the CDC-HA to pay costs incurred with respect to the Property and amounts owed by the CDC-HA under the KMA Agreement, which will only be executed after receiving a total of \$60,000.00 from two or more Potential Developers.

NOW THEREFORE BE IT RESOLVED that the Community Development Commission-Housing Authority of the City of National City hereby authorizes the Executive Director to execute a Consultant Services Agreement by and between the Community Development Commission-Housing Authority of the City of National City and Keyser Marston Associates, Inc., in the not to exceed amount of \$60,000 for the solicitation and evaluation of proposals from the Potential Developers and negotiation of development agreements necessary to initiate the Morgan and Kimball Towers Rehabilitation and Recapitalization Project located at 1317 and 1415 "D" Avenue in National City.

BE IT FURTHER RESOLVED that the the Community Development Commission-Housing Authority of the City of National City hereby authorizes the establishment of a budget appropriation for said Consultant Services Agreement contingent upon receipt of \$60,000 from two or more Potential Developers through a Participation Agreement

PASSED and ADOPTED this 18th day of April, 2017.

Ron Morrison, Chairman

ATTEST:

Leslie Deese, Secretary

APPROVED AS TO FORM:

George H. Eiser, III
Interim General Counsel